Summit SPA Motors Limited

APPLICATION FOR INVESTMENT PROPOSAL

Prepare by

SA | SOUTH ASIA LAW

May 2018

ပုံစံ (၂)

ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အတွင်း ရင်းနှီးမြှုပ်နှံမှုလုပ်ရန်။

အဆိုပြုချက်

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ် ၊

ရက်စွဲ ၊ ၂၀ ခုနှစ်၊ လ ရက်

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၃၆ နှင့်အညီ ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အတွင်း ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုပါသဖြင့် ခွင့်ပြုပါရန် အောက်ပါအချက်အလက်များကိုဖော်ပြ၍ လျှောက်ထားအပ်ပါသည်-

၁။ ရင်းနှီးမြှုပ်နှံသူ၏ -

(က) အမည် ....

(ခ) အဖအမည် ....

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/ ....

နိုင်ငံကူးလက်မှတ်အမှတ် ....

(ဃ) နိုင်ငံသား ....

(င) နေရပ်လိပ်စာ ....

(၁) ပြည်တွင်း ....

(၂) ပြည်ပ ....

(စ) တယ်လီဖုန်း /ဖက်စ် ....

(ဆ) အီးမေးလ်လိပ်စာ ....

(ဇ) ပင်မကုမ္ပဏီအမည် ....

(ဈ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ ....

(ည) လုပ်ငန်းအမျိုးအစား ....

၂။ ဖက်စပ်ပြုလုပ်၍ ရင်းနှီးမြှုပ်နှံလိုပါကရင်းနှီးမြှုပ်နှံသူနှင့် ဖက်စပ်ပြုလုပ်မည့် သူများ၏ -

(က) အမည် ....

(ခ) အဖအမည် ....

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/ ....
နိုင်ငံကူးလက်မှတ်အမှတ်

(ဃ) နိုင်ငံသား ....

(င) နေရပ်လိပ်စာ ....

(၁) ပြည်တွင်း ....

(၂) ပြည်ပ ....

(စ) ပင်မကုမ္ပဏီအမည် ....

(ဆ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ ....

မှတ်ချက်။ အထက်အပိုဒ် ၁၊ ၂ တို့နှင့် စပ်လျဉ်း၍ အောက်ပါအချက်များကို ပူးတွဲတင်ပြရန်-

(၁) ကုမ္ပဏီမှတ်ပုံတင်အထောက်အထားများ (မိတ္တူ)

(၂) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် (မိတ္တူ) နှင့် နိုင်ငံကူးလက်မှတ် (မိတ္တူ)

(၃) အဆိုပြုလုပ်ငန်းတွင် ပါဝင်လိုသူများ၏ လုပ်ငန်းပိုင်းနှင့် ငွေရေးကြေးရေး ဆိုင်ရာအထောက်အထားများ

၃။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင် လျှောက်ထားခြင်းမဟုတ်ပါကလျှောက်ထားသူ၏ -

(က) အမည် ....

(ခ) ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည် ....
(လျှောက်ထားသူသည် စီးပွားရေးအဖွဲ့အစည်းဖြစ်ပါက)

မှတ်ချက်။ တရားဝင်ကိုယ်စားလှယ်လွှဲစာပူးတွဲတင်ပြရန်

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် ....

(ဃ) နိုင်ငံသား ....

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်ရန် ရင်းနှီးမြှုပ်နှံသူ၏ အဆိုပြုချက်

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ် ၊
ရက်စွဲ ၊ ၂၀၁၈ ခုနှစ်၊ ဧပြီလ၊ (၁၀) ရက်

ကျွန်တော်/ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၃၆ နှင့်အညီ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုပါသဖြင့် ခွင့်ပြုပါရန် အောက်ပါအချက်အလက်များကို ဖော်ပြ၍ လျှောက်ထားအပ်ပါသည် -

၁။ ရင်းနှီးမြှုပ်နှံသူ၏

(က) အမည် - **MR. NAOKI SAKAMURA**
(ခ) အဖအမည် -
(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် - **TR 9701803**
(ဃ) နိုင်ငံသား - **JAPAN**
(င) နေရပ်လိပ်စာ
(၁) ပြည်တွင်း -
(၂) ပြည်ပ - **6-25-8, HATANODAI, SHINAGAWA-KU, TOKYO, JAPAN.**
(စ) တယ်လီဖုန်း/ဖက်စ် - **+95 1 638 599**
(ဆ) အီးမေးလ်လိပ်စာ - **infoygn@hinomyanmar.com**
(ဇ) ပင်မကုမ္ပဏီအမည် - **SUMITOMO CORPORATION**
(ဈ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ - **8-11, HARUMI 1 – CHOME, CHUO-KU, TOKYO, JAPAN.**
(ည) လုပ်ငန်းအမျိုးအစား - **SERVICES**

၂။ ဖက်စပ်ပြုလုပ်၍ ရင်းနှီးမြှုပ်နှံလိုပါက ရင်းနှီးမြှုပ်နှံသူနှင့် ဖက်စပ်ပြုလုပ်မည့်သူများ၏ -

(က) အမည် - **ELITE MATRIX INTERNATIONAL LIMITED**
(ခ) အဖအမည် -
(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် - **BVI COMPANY : Registration No. 1599481**
(ဃ) နိုင်ငံသား - **BRITISH VIRGIN ISLANDS**

(င) နေရပ်လိပ်စာ
(၁) ပြည်တွင်း -
(၂) ပြည်ပ - **PO BOX 957, OFFSHORE INCORPORATIONS CENTRE ROAD TOWN, TORTOLA, BRITISH VIRGIN ISLANDS.**
(စ) ပင်မကုမ္ပဏီအမည် -
(ဆ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ -

(က) အမည် - **YOMA NOMINEE LIMITED**
(ခ) အဖအမည် -
(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် - **REGISTRATION NO.4227/ 2014-2015**
(ဃ) နိုင်ငံသား - **INCORPORATED IN MYANMAR**
(င) နေရပ်လိပ်စာ
(၁) ပြည်တွင်း -
(၂) ပြည်ပ - **FMI CENTRE, LEVEL 10 &11, 380 BOGYOKE AUNG SAN ROAD, PABEDAN TOWNSHIP, YANGON, MYANMAR.**
(စ) ပင်မကုမ္ပဏီအမည် -
(ဆ) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ -

မှတ်ချက်။ အထက်အပိုဒ် ၁၊ ၂ တို့နှင့် စပ်လျဉ်း၍ အောက်ပါအချက်များကို ပူးတွဲတင်ပြရန် -

(၁) ကုမ္ပဏီမှတ်ပုံတင်အထောက်အထားများ (မိတ္တူ)

(၂) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်(မိတ္တူ) နှင့် နိုင်ငံကူးလက်မှတ် (မိတ္တူ)

(၃) အဆိုပြုလုပ်ငန်းတွင် ပါဝင်လိုသူများ၏ လုပ်ငန်းပိုင်းနှင့် ငွေရေးကြေးရေး ဆိုင်ရာ အထောက်အထားများ

၃။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင်လျှောက်ထားခြင်းမဟုတ်ပါက လျှောက်ထားသူ၏ -

(က) အမည် - **South Asia Consulting Limited**

(ခ) ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည် - **ဒေါ်ခင်လေးမွန် / ဒေါ်နှင်းဝေဖြိုး**

မှတ်ချက်။ တရားဝင်ကိုယ်စားလှယ်လွှဲစာပူးတွဲတင်ပြရန်

(ဂ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် - **၁၂/သလန(နိုင်) ၀၉၅၆၅၁+၁၂/လမတ(နိုင်) ၀၃၅၄၁၈**

(ဃ) နိုင်ငံသား - **မြန်မာ**

(င) နေရပ်လိပ်စာ - **အမှတ်(၆)၊ ရွှေတိဂုံဘုရားလမ်း၊ ဒဂုံမြို့နယ်၊ ရန်ကုန်မြို့။ (Prime Hill Business Square)**

(စ) တယ်လီဖုန်း/ဖက်စ် - **95 1 377 804 Ext: 203**

(ဆ) အီးမေးလ်လိပ်စာ -

၄။ ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့် လုပ်ငန်းအမျိုးအစား - **MANUFACTURING, ASSEMBLING AND SALES OF CONTAINER BOXES (မော်တော်ကားတွင်ကုန်ပစ္စည်းတင်ရန် CONTAINER ထုတ်လုပ်တပ်ဆင်ရောင်းချခြင်းလုပ်ငန်း)**

၅။ ဖွဲ့စည်းမည့် စီးပွားရေးအဖွဲ့အစည်းပုံသဏ္ဍာန်

☐ ရာနှုန်းပြည့် ☑ ဖက်စပ်ပြုလုပ်ခြင်း (ဖက်စပ်စာချုပ်မူကြမ်းတင်ပြရန်)

☐ အခြားသဘောတူညီချက်ပုံစံတစ်မျိုးမျိုးဖြင့်ဆောင်ရွက်ခြင်း (စာချုပ်မူကြမ်းတင်ပြရန်)

၆။ အစုရှယ်ယာရှင်များစာရင်း

စဉ်	အစုရှယ်ယာရှင်အမည်	နိုင်ငံသား	အစုရှယ်ယာပိုင်ဆိုင်မှု %
1	SUMITOMO CORPORATION	JAPAN	60%
2	ELITE MATRIX INTERNATIONAL LIMITED	BRITISH VIRGIN ISLANDS	20%
3	YOMA NOMINEE LIMITED	MYANMAR	20%

၇။ ကုမ္ပဏီဖွဲ့စည်းခြင်းနှင့်သက်ဆိုင်သောအချက်အလက်များ

(က) ခွင့်ပြုမတည်ငွေရင်း - **၃,၀၀၀,၀၀၀ အမေရိကန်ဒေါ်လာ**

(ခ) အစုရှယ်ယာအမျိုးအစား - **သာမာန်အစုရှယ်ယာ**

(ဂ) အစုရှယ်ယာဝင်များကထည့်ဝင်မည့် အစုရှယ်ယာပမာဏ - **အမေရိကန်ဒေါ်လာ ၁.၀၀ တန်အစုရှယ်ယာ ပေါင်း (၃၀၀၀၀၀၀ ရှယ်ယာ)**

မှတ်ချက်။ သင်းဖွဲ့မှတ်တမ်း/သင်းဖွဲ့စည်းမျဉ်း သို့မဟုတ် ဖွဲ့စည်းပုံအခြေခံစည်းမျဉ်း ပူးတွဲတင်ပြရန်

၈။ မတည်ငွေရင်းနှင့်သက်ဆိုင်သည့်အချက်အလက်များ-

ကျပ်/ အမေရိကန်ဒေါ်လာ (သန်းပေါင်း)

(က)	ပြည်တွင်းမှထည့်ဝင်သည့် မတည်ငွေရင်း ပမာဏ/ ရာခိုင်နှုန်း	-	**၆၀၀,၀၀၀ အမေရိကန်ဒေါ်လာ**
(ခ)	နိုင်ငံခြားမှယူဆောင်လာသည့် မတည်ငွေရင်း ပမာဏ/ ရာခိုင်နှုန်း	-	**၂,၄၀၀,၀၀၀ အမေရိကန်ဒေါ်လာ**
	စုစုပေါင်း	-	**၃,၀၀၀,၀၀၀ အမေရိကန်ဒေါ်လာ**
(ဂ)	အဆိုပြုမတည်ငွေရင်းနှစ်အလိုက်ထည့်ဝင်မည့် အခြေအနေ/ယူဆောင်လာမည့်ကာလ	-	**အတည်ပြုမိန့်ရရှိပြီးနောက် (၃) နှစ်အတွင်း**
(ဃ)	ရင်းနှီးမြှုပ်နှံမှုတန်ဖိုး/ပမာဏ	-	**၃,၀၀၀,၀၀၀ အမေရိကန်ဒေါ်လာ**
(င)	ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့် သက်တမ်း	-	**(၁၀) နှစ်**
(စ)	ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းတည်ဆောက်မှုကာလ သို့မဟုတ် ပြင်ဆင်မှုကာလ	-	

မှတ်ချက်။ အပိုဒ် ၈(င)နှင့်စပ်လျဥ်း၍ ထူးခြားသည့်အခြေအနေရှိပါက နောက်ဆက်တွဲဖြင့် ဖော်ပြပါရန်။

၉။ နိုင်ငံခြားမှယူဆောင်တင်သွင်းလာမည့် မတည်ငွေရင်း၏ အသေးစိတ်စာရင်း -

		နိုင်ငံခြားငွေ (သန်းပေါင်း)	ညီမျှသည့်ခန့်မှန်းငွေကျပ် (သန်းပေါင်း)
(က)	နိုင်ငံခြားငွေ (အမျိုးအစားနှင့်တန်ဖိုးပမာဏ)	USD 2,111,235	……………………….
(ခ)	စက်ပစ္စည်းများ၊စက်ကိရိယာများ စသည့် ပစ္စည်းတို့၏ တန်ဖိုးပမာဏ (အသေးစိတ်စာရင်း ပူးတွဲတင်ပြရန်)	USD 29,345	……………………….
(ဂ)	အခြား (ဥပမာ-ဆောက်လုပ်ရေး လုပ်ငန်းသုံးပစ္စည်းများ)	USD 259,420	……………………….
	စုစုပေါင်း -	**USD 2,400,000**	

၁၀။ ပြည်တွင်းမှထည့်ဝင်မည့် မတည်ငွေရင်း၏ အသေးစိတ်စာရင်း -

		နိုင်ငံခြားငွေ
(က)	ငွေပမာဏ	USD 527,809
(ခ)	စက်ပစ္စည်းကိရိယာများတန်ဖိုးပမာဏ (အသေးစိတ်စာရင်း ပူးတွဲတင်ပြရန်)	USD 7,336
(ဂ)	မြေ/အဆောက်အအုံတန်ဖိုး သို့မဟုတ် ငှားရမ်းခ	…………………………………
(ဃ)	အဆောက်အအုံဆောက်လုပ်မှုကုန်ကျစရိတ်	USD 64,855
(င)	အခြား	…………………………………
	စုစုပေါင်း -	**USD 600 ,000**

၁၁။ ချေးငွေနှင့်သက်ဆိုင်သည့် အချက်အလက်များ -

☐ ပြည်တွင်းချေးငွေ ………………………………… ကျပ်

………………………………… အမေရိကန်ဒေါ်လာ

☐ ပြည်ပချေးငွေ ………………………………… အမေရိကန်ဒေါ်လာ

၁၂။ ဆောင်ရွက်မည့်စီးပွားရေးအဖွဲ့အစည်းနှင့်သက်ဆိုင်သောအချက်အလက်များ -

(က) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့်ဒေသ(များ)/တည်နေရာ - **ဦးပိုင်အမှတ်(၁၉/၄)၊ ကွင်းအမှတ်(၅၀၅)၊ အထက်တံခွန်တိုင်အရှေ့၊ ရေတာလဘောင် ကျေးရွာအုပ်စု၊ လှည်းကူးမြို့နယ်၊ ရန်ကုန်မြို့။**

(ခ) မြေ သို့မဟုတ်
မြေနှင့်အဆောက်အအုံနေရာအမျိုးအစားနှင့် -အကျယ်အဝန်းလိုအပ်ချက်

(၁) တည်နေရာ - **ဦးပိုင်အမှတ်(၁၉/၄)၊ ကွင်းအမှတ်(၅၀၅)၊ အထက်တံခွန်တိုင်အရှေ့၊ ရေတာလဘောင် ကျေးရွာအုပ်စု၊ လှည်းကူးမြို့နယ်၊ ရန်ကုန်မြို့။**

(၂)	မြေ/အဆောက်အအုံအကျယ်အဝန်း၊ အရေအတွက်	-	**၆,၀၇၀.၂၈ စတုရန်းမီတာ၊ (၁.၅)ဧက။**
(၃)	လက်ရှိပိုင်ဆိုင်သူ	-	
	(ကက) အမည်/ကုမ္ပဏီအမည်/ဌာန	-	**ဒေါ်ဝေဝေမွန်**
	(ခခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်	-	**၁/ရကန(နိုင်) ၀၁၀၂၂၈**
	(ဂဂ) နေရပ်လိပ်စာ	-	**အမှတ်(၉၀)၊ အင်းယားလမ်း (၉)ရပ်ကွက်၊ ကမာရွတ်မြို့နယ်၊ ရန်ကုန်မြို့။**
(၄)	မြေအမျိုးအစား	-	**ဂရန်မြေ**
(၅)	မြေငှားဂရန်ခွင့်ပြုကာလ	-	**နှစ်(၃၀)**
(၆)	ငှားရမ်းမည့်ကာလ	-	**(၅) နှစ်**
(၇)	ငှားရမ်းခနှုန်းထား	-	
	(ကက) မြေ	-	**USD 9.79 per Sqm/ per year**
	(ခခ) အဆောက်အအုံ	-	
(၈)	ရပ်ကွက်	-	
(၉)	မြို့နယ်	-	**လှည်းကူးမြို့နယ်၊ ရန်ကုန်မြို့။**
(၁၀)	ပြည်နယ်/တိုင်းဒေသကြီး	-	**ရန်ကုန်တိုင်း။**
(၁၁)	ငှားရမ်းမည့်ပုဂ္ဂိုလ်	-	
	(ကက) အမည်/ကုမ္ပဏီအမည်/ဌာန	-	**SUMMIT SPA MOTORS LIMITED**
	(ခခ) အဖအမည်	-	
	(ဂဂ) နိုင်ငံသား	-	
	(ဃဃ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်	-	**၄၅၄ အက်ဖ်စီ/ ၂၀၁၄-၂၀၁၅**
	(ငင) နေရပ်လိပ်စာ	-	**ဦးပိုင်အမှတ်(၁၉/၄)၊ ကွင်းအမှတ်(၅၀၅)၊ အထက်တံခွန်တိုင်အရှေ့၊ ရေတာလဘောင် ကျေးရွာအုပ်စု၊ လှည်းကူးမြို့နယ်၊ ရန်ကုန်မြို့။**

(ဂ) ဆောက်လုပ်မည့် အဆောက်အအုံလိုအပ်ချက် -

(၁) အဆောက်အအုံအမျိုးအစား/အရေအတွက်- **တစ်ထပ်(စက်ရုံ)**

(၂) အကျယ်အဝန်း - **၇၅၃.၆၆ စတုရန်းမီတာ**

(ဃ) နှစ်စဉ်ထုတ်လုပ်မည့် ကုန်ပစ္စည်း/ဝန်ဆောင်မှု - **နောက်ဆက်တွဲ - ၂.၄**

(င) နှစ်စဉ် လျှပ်စစ်ဓာတ်အားလိုအပ်ချက် - **နောက်ဆက်တွဲ - ၂.၃**

(စ) နှစ်စဉ် ရေလိုအပ်ချက် - **နောက်ဆက်တွဲ - ၂.၃**

မှတ်ချက်။ အပိုဒ် ၁၂(ခ)နှင့်စပ်လျဉ်း၍ အောက်ပါအချက်များ ပူးတွဲတင်ပြရန် -

(၁) မြေပိုင်ဆိုင်မှု/မြေဂရန်အပထောက်အထား (စက်မှုဇုန်မှအပ) နှင့် မြေပုံ

(၂) မြေငှားစာချုပ် (မူကြမ်း)

၁၃။ ငွေကြေးပိုင်ဆိုင်မှုနှင့် ပတ်သက်၍ အသေးစိတ်ဖော်ပြချက် -

(က) အမည်/ ကုမ္ပဏီအမည် - **Financial standing of -**
(1) Sumito Corporation
(2) Elite Matrix International Limited &
(3) Yoma Nominee Limited

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် -

(ဂ) ဘဏ်စာရင်းအမှတ် -

(မိခင်နိုင်ငံရှိ ဘဏ်ထောက်ခံချက် သို့မဟုတ် မိခင်ကုမ္ပဏီ၏ စာရင်းစစ်ပြီးသည့် နှစ်ချုပ်စာရင်း ပူးတွဲ တင်ပြရန်)

၁၄။ ဆောင်ရွက်မည့် စီးပွားရေးအဖွဲ့အစည်းတွင် လိုအပ်မည့်ဝန်ထမ်းများစာရင်း

စဉ်	အဆင့်အတန်း	မြန်မာနိုင်ငံသား	နိုင်ငံခြားသား	စုစုပေါင်း
(က)	အကြီးတန်းစီမံခန့်ခွဲမှု (မန်နေဂျာများ၊ အဆင့်မြင့်အရာရှိများ)	၉	-	၉
(ခ)	အခြားအဆင့်စီမံခန့်ခွဲမှု (အကြီးတန်းစီမံခန့်ခွဲမှုမှအပ)	-	-	-
(ဂ)	သက်မွေးဝမ်းကျောင်းပညာရှင်များ	၄၀	-	၄၀
(ဃ)	နည်းပညာနှင့်ဆက်စပ်သည့်သက်မွေးပညာရှင်	၈	-	၈
(င)	အကြံပေး	၃	-	၃
(စ)	ကျွမ်းကျင်လုပ်သား	၈		၈
(ဆ)	အခြေခံလုပ်သား	၄		၄
စုစုပေါင်း		၇၂		၇၂

မှတ်ချက်။ အောက်ဖော်ပြပါ ဖော်ပြချက်များ ပူးတွဲဖော်ပြရန် -

(၁) လုပ်သားများ၏ လူမှုဖူလုံရေး၊ သက်သာချောင်ချိမှုဆောင်ရွက်မည့်အစီအမံများ

(၂) ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းပြုလုပ်မည့် အစီအမံများ

၁၅။ အဆိုပြုချက်နှင့်အတူအောက်ဖော်ပြပါလျှောက်ထားလွှာများကို တင်ပြလျှောက်ထားခြင်း ရှိ/မရှိ ဖော်ပြရန်-

☑ မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

☑ အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

၁၆။ အဆိုပြုရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းအကျဉ်းချုပ်အား နောက်ဆက်တွဲဖြင့် ဖော်ပြရန်။

လျှောက်ထားသူလက်မှတ်

အမည်	MR. NAOKI SAKAMURA
ရာထူး	PROMOTER
ဌာန/ကုမ္ပဏီတံဆိပ်	SUMMIT SPA MOTORS LIMITED

အဆိုပြုရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းအကျဉ်းချုပ် (နည်းဥပဒေ ၃၈)

၁။ ရင်းနှီးမြှုပ်နှံမှုတွင် တိုက်ရိုက်ဖြစ်စေ၊ သွယ်ဝိုက်၍ဖြစ်စေ အကျိုးစီးပွား သိသာထင်ရှားစွာ ပါဝင်သော အခြားပုဂ္ဂိုလ်များ ဖော်ပြရန် -

(က) ရင်းနှီးမြှုပ်နှံသူမှရရှိမည့်အမြတ်ငွေ၏ ၁၀%နှင့်အထက်ကို ပိုင်ဆိုင်ခွင့်ရှိသည့် သို့မဟုတ် ထိန်းချုပ်ခွင့်ရှိသည့် လုပ်ငန်း၏ -

(၁) အမည် - (1) Sumito Corporation

(2) Elite Matrix International Limited &

(၂) ဆက်သွယ်ရမည့်လိပ်စာ - (3) Yoma Nominee Limited

(၃) မှတ်ပုံတင်အမှတ် -

(တစ်ဦးထက်ပိုပါက နောက်ဆက်တွဲဖြင့်ဖော်ပြရန်)

(ခ) ခွင့်ပြုမည့်ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရာတွင် တိုက်ရိုက်ပါဝင်သည့် လက်အောက်ခံကုမ္ပဏီများရှိလျှင် အဆိုပါကုမ္ပဏီများ၏ အမည်ကိုဖော်ပြရန် -

(၁)

(၂)

(၃)

၂။ ရင်းနှီးမြှုပ်နှံမှု၏ အဓိကတည်နေရာ သို့မဟုတ် တည်နေရာများ - **ဦးပိုင်အမှတ်(၁၉/၄)၊ ကွင်းအမှတ်(၅၀၅)၊ အထက်တံခွန်တိုင်အရှေ့၊ ရေတာလဘောင် ကျေးရွာအုပ်စု၊ လှည်းကူးမြို့နယ်၊ ရန်ကုန်မြို့။**

၃။ ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းပြုလုပ်မည့်ကဏ္ဍနှင့် ဆောင်ရွက်မည့် စီးပွားရေးလုပ်ငန်းများ ဖော်ပြချက် - **MANUFACTURING, ASSEMBLING AND SALES OF CONTAINER BOXES (မော်တော်ကားတွင်ကုန်ပစ္စည်းတင်ရန် CONTAINER ထုတ်လုပ်တပ်ဆင်ရောင်းချခြင်းလုပ်ငန်း)**

၄။ အဆိုပြုထားသော ရင်းနှီးမြှုပ်နှံမှုပမာဏ (မြန်မာကျပ်နှင့် အမေရိကန်ဒေါ်လာတို့ဖြင့် ဖော်ပြရန်) - **၃,၀၀၀,၀၀၀ အမေရိကန်ဒေါ်လာ**

၅။ ရင်းနှီးမြှုပ်နှံမှုအကောင်အထည်ဖော်မည့် အချိန်ဇယားအပါအဝင် အစီအစဉ်ဖော်ပြချက် -

(က) တည်ဆောက်ရေးကာလ သို့မဟုတ် -
ပြင်ဆင်မှုကာလ (နှစ်၊လတို့ဖြင့်ဖော်ပြရန်)

(ခ) စီးပွားဖြစ်စတင်မည့်ကာလ - **MIC မှ ခွင့်ပြုမိန့်ရရှိပြီးနောက်**
(နှစ်၊လတို့ဖြင့်ဖော်ပြရန်)

၆။ ခန့်ထားမည့် အလုပ်သမားဦးရေ -

(က) ပြည်တွင်း - **(၇၂) ဦး**

(ခ) ပြည်ပ (ပညာရှင်/ကျွမ်းကျင်သူ) - **မရှိပါ**

၇။ ပြည်ပမှ ပြည်တွင်းသို့ ယူဆောင်လာမည့် မတည်ရင်းနှီးမြှုပ်နှံမှုများတွင် ငွေသားဖြင့်ယူဆောင်လာမှုပမာဏ (Capital in-Cash) ၊ ရင်းနှီးပစ္စည်းအဖြစ် ယူဆောင်လာမည့် ရင်းနှီးငွေပမာဏ (Capital in-Kinds) တို့အား တိကျစွာခွဲခြားသတ်မှတ် ဖော်ပြပေးရန် (မြန်မာကျပ်နှင့် အမေရိကန်ဒေါ်လာတို့ဖြင့်ဖော်ပြရန်) -

(က) ငွေသားဖြင့်ယူဆောင်လာမှုပမာဏ - **၃,၀၀၀,၀၀၀ အမေရိကန်ဒေါ်လာ**

(ခ) ပစ္စည်းအဖြစ်ယူဆောင်လာမည့် -
ရင်းနှီးငွေပမာဏ

မှတ်ချက်။ ရင်းနှီးမြှုပ်နှံသူသည် ရင်းနှီးမြှုပ်နှံမှုနှင့်သက်ဆိုင်သော လျှို့ဝှက်ထိန်းသိမ်းရမည့် သတင်းအချက်အလက်များအား ထုတ်ပြန်ခြင်းမှ ရှောင်ကြဉ်ရန် ကော်မရှင်ထံ တင်ပြတောင်းဆိုနိုင်သည်။

ကတိဝန်ခံချက်

အထက်ဖော်ပြပါ လျှောက်ထားသူမှပေးအပ်သည့် အချက်အလက်များအားလုံးသည် မှန်ကန်မှုရှိပါကြောင်း အာမခံပါသည်။

ဤအဆိုပြုချက်တွင် ခွင့်ပြုမိန့် ထုတ်ပေးရန်အတွက် ကော်မရှင်မှ စိစစ်ရာ၌ လိုအပ်သည့် အချက်အလက်များကို လျှောက်ထားသူကပေးအပ်ရန် ပျက်ကွက်ပါက အဆိုပြုချက်ကို ငြင်းပယ်ခြင်း သို့မဟုတ် စိစစ်ရာ၌ မလိုလားအပ်သည့် နှောင့်နှေးကြန့်ကြာခြင်းတို့ ဖြစ်ပေါ်နိုင်ကြောင်း ကောင်းစွာသဘောပေါက် နားလည်ပါသည်။

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ချမှတ်မည့် စည်းမျဉ်းစည်းကမ်းများကိုလည်း လိုက်နာမည်ဖြစ်ကြောင်း ဝန်ခံကတိပြုအပ်ပါသည်။

လျှောက်ထားသူလက်မှတ်

အမည်	MR. NAOKI SAKAMURA
ရာထူး	PROMOTER
ဌာန/ကုမ္ပဏီတံဆိပ်	SUMMIT SPA MOTORS LIMITED

Form (2)

Proposal Form for the investment to be made

in the Republic of the Union of Myanmar

To,

Chairman
Myanmar Investment Commission

Reference No.

Date. 30th April 2018

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with the Section 36 of the Myanmar Investment Law by furnishing the following particulars:-

1. The Investor's:-
   - (a) Name ……… MR. NAOKI SAKAMURA ………
   - (b) Father's name ………
   - (c) ID No./National Registration Card No./ Passport No. … TR 9701803 ………
   - (d) Citizenship ……… JAPAN ………
   - (e) Address: ………
     - (i) Address in Myanmar ………
     - (ii) Residence aboard … 6-25-8, HATANODAI, SHINAGAWA-KU, TOKYO, JAPAN.
   - (f) Phone/Fax ……… +95 1 638 599 ………
   - (g) E-mail address ……… infoygn@hinomyanmar.com ………
   - (h) Name of principle organization … SUMITOMO CORPORATION ………
   - (i) Type of business ………
   - (j) Principle company's address: … 8-11, HARUMI 1 – CHOME, CHUO-KU, TOKYO, JAPAN. ………

2. If the investment business is formed under Joint Venture, partners :-
   - (a) Name … ELITE MATRIX INTERNATIONAL LIMITED ………
   - (b) Father's name ………
   - (c) ID No./National Registration Card No./ Passport No. BVI COMPANY : Reg No. 1599481 …
   - (d) Citizenship ……… BRITISH VIRGIN ISLANDS ………
   - (e) Address: ………
     - (i) Address in Myanmar ………
     - (ii) Residence aboard … PO BOX 957, OFFSHORE INCORPORATIONS CENTRE ROAD TOWN, TORTOLA, BRITISH VIRGIN ISLANDS. ………
   - (f) Parent company ………
   - (g) Parent company's address ………

3. If the investment business is formed under Joint Venture, partners :-

(h) Name ……YOMA NOMINEE LIMITED……

(i) Father's name ……

(j) ID No./National Registration Card No./ Passport No. REGISTRATION NO.4227/ 2014-2015

(k) Citizenship ……INCORPORATED IN MYANMAR……

(l) Address: ……

(i) Address in Myanmar FMI CENTRE, LEVEL 10 &11, 380 BOGYOKE AUNG SAN ROAD, PABEDAN TOWNSHIP, YANGON, MYANMAR.

(ii) Residence aboard ……

(m) Parent company ……

(n) Parent company's address ……

Note : The following documents need to be attached according to the above paragraph (1) (2) and (3):-

(1) Company registration certificate (copy);

(2) National Registration Card (copy) and passport (copy);

(3) Evidences about the business and financial conditions of the participants of the proposed investment business;

4. If the investor don't apply for permission to make investment by himself/herself, the applicant;

(a) Name ……SOUTH ASIA CONSULTING LIMITED.……

(b) Name of Contact Person MA KHIN LAY MON & MA HNIN WAI PHYO @ Bay Bayy (if applicant is business organization)

(c) ID No./ National Registration Card No./ Passport No. 12/ THA LA NA (N) 095651 12/ LA MA TA (N) 035418

(d) Citizenship ……MYANMAR……

(e) Address in Myanmar ……

(f) Phone / Fax : ……95 1 248 164……

(g) E-mail : ……

5. Type of proposed investment business:- MANUFACTURING, ASSEMBLING AND SALES OF CONTAINER BOXES

6. Type of business organization to be formed:-

☐ One Hundred Percent ☑ Joint Venture (To attach the draft of JV agreement)

☐ Type of Contractual basis (To attach contract (agreement) draft)

7. List of shareholders

No	Name of Shareholder	Citizenship	Share Percentage
1	SUMITOMO CORPORATION	JAPAN	60%
2	ELITE MATRIX INTERNATIONAL LIMITED	BRITISH VIRGIN ISLANDS	20%
3	YOMA NOMINEE LIMITED	MYANMAR	20%

8. Particulars of Company incorporation

(a) Authorized capital ……… USD 3,000,000 ………

(b) Type of share ……… Ordinary Shares ………

(c) Number of shares ……… (3000000) shares USD 1.00 per share ………

Note: Memorandum of Association and Articles of Association of the Company shall be submitted with regard to above paragraph 8.

9. Particulars of Paid-up Capital of the investment business :

	Foreign Currency (USD)
(a) Amount/Percentage of local capital to be contributed	USD $ 600,000 (20%)
(b) Amount/Percentage of foreign capital to be brought in	USD $ 2,400,000 (80%)
Total	USD $3,000,000

(c) Annually or period of proposed capital to be brought in

……… Within (3) years after MIC permit ………

(d) Value / Amount of investment

……… USD $3,000,000 ………

(e) Investment Period ……… (10) years (Subject to further renewal as may be granted) ………

(f) Construction / Preparation period ……… N/A ………

Note: Describe with annexure if it is required for the specific condition in regard to the above Paragraph 9 (e).

10. Detail list of foreign capital to be brought in –

	Foreign Currency (USD)	**Equivalent Kyat (Million)**
(a) Foreign currency contribution (Type and Value)	2,111,235	………

(b) Machinery and Equipment and Raw material import value contribution ……29,345…… ……………

(c) Construction cost contribution ……259,420…… ……………

(d) Local purchase items contribution …………… ……………

TOTAL USD 2,400,000

Remark: The evidence of permission shall be submitted for the above paragraph 9 (d) and (e).

11. Details of local capital to be contributed –

Currency (USD)

(a) Amount contribution ……527,809……

(b) Machinery and Equipment and Raw material import value contribution ……7,336……

(c) Construction cost contribution ……64,855……

(d) Local purchase items contribution ……………

TOTAL USD 600,000

12. Particulars of Loans-

☐ Loan (local) …………………… Kyat(s)

…………………… US$

☐ Loan (abroad) …………………… US$

13. Particulars about the Investment Business –

(a) Investment location(s)/place ……HOLDING NO 19/4, KWIN NO (505), UPPER EAST TAGON DAING, YAY TALA POUNG VILLAGE, HLEGU TOWNSHIP, YANGON.

(b) Type and area requirement for land or land and building ;

(i) Location ……………………

(ii) Area and number of land/building ……6,070.28 Sqm / 1.5 acres (Land)……

(iii) Owner of the land ……………………

(aa) Name/company/department ……DAW WAI WAI MON……

(bb) National Registration Card No. ……1/YAKANA(NA) 010228……

(cc) Address ……NO. 90, INNYA STREET, (9) WARD, KAMAYUT TOWNSHIP, YANGON, MYANMAR.

……………………

(iv) Type of land ……………GRANT LAND (30 YEARS)……………………………..

(v) Period of land lease contract ……(5) years………………………………………

(vi) Lease period ……………………… From ……………..………… To (5) years.

(vii) Lease rate ………………………………………………………………………

(aa) Land ……………USD 9.79 per Sqm per years……………………….…………

(bb) Building ……………………………………………………………….…….

(viii) Ward ……………………………………………………………………….……

(ix) Township ……………HLEGU TOWNSHIP………………………………..………

(x) State/Region ……………YANGON…………………………………………...…..

(xi) Lessee …………………………………………………………………………...

(aa) Name/Name of Company/Department …SUMMIT SPA MOTORS LIMITED…...…

(bb) Father's name …………………………………………………………..…...

(cc) Citizenship ……………MYANMAR…………………………………………

(dd) ID No./Passport No. ……454FC/ 2014-2015………………………………..…

(ee) Residence Address ……HOLDING NO 19/4, KWIN NO (505), UPPER EAST TAGON DAING, YAY TALA POUNG VILLAGE, HLEGU TOWNSHIP, YANGON.

Note : The following documents have to be enclosed for above Para 13 (b)

(i) to enclose land ownership and ownership evidences (except industrial zone) and land map;

(ii) land lease agreement (draft)

(c) Requirement of building to be constructed;

(i) Type/number of building ..… ……………One Story……………………………..

(ii) Area ……………………………753.66 Sqm…………………………………….

(d) Annual products to be produced/Services ……………Annex – 2.4……………………...

(e) Annual electricity requirement ……………………Annex – 2.3………………………....

(f) Annual requirement of water supply ……………………Annex – 2.3……………………..

14. Detail information about financial standing – Financial standing of (1) Sumito Corporation (2) Elite Matrix International Limited & (3) Yoma Nominee Limited

(a) Name/company's name ……………………………………………………………

(b) ID No./National Registration Card No./ Passport No ……………………………

(c) Bank Account No. ……………See bank Recommendation Letters……………...

Remark : To enclose bank statement from resident country or annual audit report of the principle company with regard to the above Para 14.

15. List of Employment : -

Item	Designation/Rank	Citizen	Foreign	Total
a	Senior management (Managers, senior officials)	9	-	9
b	Other management level (Except from senior management)	-	-	-
c	Professionals	40	-	40
d	Technicians	8	-	8
e	Advisors	3	-	3
f	Skilled Labour	8		8
g	Workers	4		4
Total		**72**	**-**	**72**

The following information shall be enclosed:-

(i) Social security and welfare arrangements for all employees;

(ii) Evaluation of environmental impact arrangements;

16. Describe whether other Applications are being submitted together with the Proposal or not :

[✓] Land Right Application

[ ] Tax Incentive Application

17. Describe with annexure the summary of proposed investment.

Signature of the applicant

Name: **MR.NAOKI SAKAMURA**

Title: **PROMOTER**

Department /Company (Seal/Stamp) **SUMMIT SPA MOTORS LIMITED**

Date:---------------------------

Summary of Proposed Investment (Rule 38)

1. Please describe any other person who has a significant direct or indirect interest in the investment.

   (a) Please describe an Enterprise or individual who are entitled to possess more than 10% of the profit distribution:

   (1) Name — (1) Sumito Corporation
   (2) Elite Matrix International Limited &
   (2) Address — (3) Yoma Nominee Limited
   (3) Company Registration No. or N.R.C No./ Passport No. — --

   (b) If there is directly participated Subsidiary in carrying out the proposed investment, please describe the name of that companies:

   (1) --
   (2) --
   (3) --

2. The principal location or locations of the investment: HOLDING NO 19/4, KWIN NO (505), UPPER EAST TAGON DAING, YAY TALA POUNG VILLAGE, HLEGU TOWNSHIP, YANGON.

3. A description of the sector in which the investment is to be made and the activities and operations to be conducted: INDUSTRIAL SECTOR

   MANUFACTURING, ASSEMBLING AND SALES OF CONTAINER BOXES

4. The proposed amount of the investment (in Kyat and US$) USD – 3,000,000

5. A description of the plan for the implementation of the Investment including expected timetable:

   (a) Construction or Preparatory Period (Describe MM/YY) N/A

   (b) Commercial Operation Date (Describe MM/YY) N/A

6. Number of employees to be appointed:

   (a) Local ---72 PERSON---

   (b) Foreign (Expert/Technician) ---N/A---

7. Please specify the detailed list of foreign capital (Capital in-Cash and Capital in-Kinds) in Kyat and US$:

   (a) Capital in-cash to be brought in ---USD – 3,000,000---

   (b) Capital in-kind to be brought in ---N/A---

Note: The investor may request the Commission to refrain from publishing commercial-in-confidential information of its investment.

Undertaking

I/We hereby declare that the above statements are true and correct to the best of my/our knowledge and belief.

I/We fully understand that proposal may be denied or unnecessarily delayed if the applicant fails to provide required information to access by Commission for issuance of permit.

I/We hereby declare to strictly comply with terms and conditions set out by the Myanmar Investment Commission.

Signature of the applicant

Name:	**MR.NAOKI SAKAMURA**
Title:	**PROMOTER**
Department /Company (Seal/Stamp)	**SUMMIT SPA MOTORS LIMITED**

Date:---------------------------

ပုံစံ (၇-က)

မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊

ရက်စွဲ၊ ၂၀ ခုနှစ်၊ လ ရက်

အကြောင်းအရာ။ **ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရန် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့် လျှောက်ထားခြင်း။**

ကျွန်တော်/ကျွန်မသည် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်း ဆောင်ရွက်ရန်အတွက် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့်ကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု နည်းဥပဒေ ၁၁၆ နှင့်အညီ အောက်ပါအချက်အလက်များကို ဖော်ပြ၍ လျှောက်ထားအပ်ပါသည်-

၁။ မြေ/ အဆောက်အအုံ၏ပိုင်ရှင်နှင့်စပ်လျဉ်းသောအချက်အလက်များ

(က) ပိုင်ရှင်အမည်/အဖွဲ့အစည်း --

(ခ) ဇရိယာအကျယ်အဝန်း --

(ဂ) တည်နေရာ --

(ဃ) မူလမြေအသုံးပြုခွင့်ရရှိထားသောကာလ (မြေငှားဂရမ်သက်တမ်း) ------------------

(င) နှစ်ရှည်ငှားရမ်းခများကိုမတည်ရင်းနှီးငွေအဖြစ်ဖော်ပြခဲ့ခြင်းရှိ-မရှိ ------------------

(စ) ကနဦးငှားရမ်းသူကသဘောတူ/မတူ --

(ဆ) မြေအမျိုးအစား --

၂။ အငှားချထားသူ

(က) အမည်/ကုမ္ပဏီအမည်/ဌာန/အဖွဲ့အစည်း --

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ် --

(ဂ) နေရပ်လိပ်စာ --

မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ် ၊
ရက်စွဲ ၊ ၂၀၁၈ ခုနှစ်၊ ဧပြီ လ၊ (၃၀) ရက်

အကြောင်းအရာ။ **ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရန် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့်လျှောက်ထားခြင်း။**

ကျွန်တော်/ကျွန်မသည် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရန်အတွက် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့်ကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုနည်းဥပဒေ ၁၁၆ နှင့်အညီ အောက်ပါအချက်အလက်များကို ဖော်ပြ၍ လျှောက်ထားအပ်ပါသည် -

၁။ မြေ/ အဆောက်အအုံ၏ ပိုင်ရှင်နှင့်စပ်လျဥ်းသော အချက်အလက်များ

(က)	ပိုင်ရှင်အမည်/အဖွဲ့အစည်း	-	ဒေါ်ဝေဝေမွန်
(ခ)	ဧရိယာအကျယ်အဝန်း	-	ဂရန်မြေ ၄.၉၁ ဧက အနက် (၁.၅)ဧက ၆,၀၇၀.၂၈ စတုရန်းမီတာ၊ ကိုသာအသုံးပြုပါမည်။
(ဂ)	တည်နေရာ	-	ဦးပိုင်အမှတ်(၁၉/၄)၊ ကွင်းအမှတ်(၅၀၅)၊ အထက်တံခွန်တိုင်အရှေ့၊ ရေတလဘောင်ကျေးရွာအုပ်စု၊ လှည်းကူးမြို့နယ်၊ ရန်ကုန်မြို့။
(ဃ)	မူလမြေအသုံးပြုခွင့်ရရှိထားသောကာလ (မြေငှားဂရမ်သက်တမ်း)	-	နှစ် (၃၀)
(င)	နှစ်ရှည်ငှားရမ်းခများကို မတည်ရင်းနှီးငွေအဖြစ်ဖော်ပြခဲ့ခြင်း ရှိ-မရှိ	-	မရှိပါ
(စ)	ကနဦးငှားရမ်းသူကသဘောတူ/မတူ	-	တူပါသည်
(ဆ)	မြေအမျိုးအစား	-	ဂရန်မြေ (စက်မှုစီးပွားမြေငှားဂရန်)

၂။ အငှားချထားသူ

(က)	အမည်/ကုမ္ပဏီအမည်/အဖွဲ့အစည်း	-	YOMA DEVELOPMENT GROUP LIMITED
(ခ)	နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်	-	၁၁ / ၁၉၉၄-၁၉၉၅
(ဂ)	နေရပ်လိပ်စာ	-	The Campus 1, Office Park, Pun Hlaing Estate, Hlaing Thayar Township, Yangon.

၃။ အငှားချထားခြင်းခံရသူ

(က)	အမည်/ကုမ္ပဏီအမည်/အဖွဲ့အစည်း	-	SUMMIT SPA MOTORS LIMITED
(ခ)	နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်	-	၄၅၄ အက်ဖ်စီ/ ၂၀၁၄-၂၀၁၅
(ဂ)	နိုင်ငံသား	-	မြန်မာ
(ဃ)	နေရပ်လိပ်စာ	-	ဦးပိုင်အမှတ်(၁၉/၄)၊ ကွင်းအမှတ်(၅၀၅)၊ အထက်တံခွန်တိုင်အရှေ့၊ ရေတာလဘောင်ကျေးရွာအုပ်စု၊ လှည်းကူးမြို့နယ်၊ ရန်ကုန်မြို့။

၄။ ငှားရမ်းလိုသည့်မြေနှင့်စပ်လျဉ်းသည့်အချက်အလက်များ

(က)	ရင်းနှီးမြှုပ်နှံသည့်လုပ်ငန်းအမျိုးအစား	-	Manufacturing, Assembling And Sales of Container Boxes. (မော်တော်ကားတွင် ကုန်ပစ္စည်းတင်ရန် Container ထုတ်လုပ်တပ်ဆင်ရောင်းချခြင်းလုပ်ငန်း)
(ခ)	ရင်းနှီးမြှုပ်နှံသည့်အရပ်ဒေသ(များ)	-	ဦးပိုင်အမှတ်(၁၉/၄)၊ ကွင်းအမှတ်(၅၀၅)၊ အထက်တံခွန်တိုင်အရှေ့၊ ရေတာလဘောင်ကျေးရွာအုပ်စု၊ လှည်းကူးမြို့နယ်၊ ရန်ကုန်မြို့။
(ဂ)	တည်နေရာ (ရပ်ကွက်၊ မြို့နယ်၊ ပြည်နယ်/တိုင်းဒေသကြီး)	-	လှည်းကူးမြို့နယ်၊ ရန်ကုန်မြို့
(ဃ)	မြေဧရိယာအကျယ်အဝန်း	-	၆,၀၇၀.၂၈ စတုရန်းမီတာ၊ (၁.၅)ဧက
(င)	အဆောက်အအုံအရွယ်အစား/အရေအတွက်	-	တစ်ထပ် (စက်ရုံ)၊ ၇၅၃.၆၆ စတုရန်းမီတာ၊
(စ)	အဆောက်အအုံတန်ဖိုး	-	အမေရိကန်ဒေါ်လာ ၃၂၄,၂၇၅ (အဆောက်အဦဆောက်လုပ်သည့်ကုန်ကျစရိတ်)

၅။ မြေပိုင်ဆိုင်မှု/မြေဂရန်အထောက်အထား (စက်မှုဇုန်မှအပ)၊ မြေပုံနှင့်မြေငှားစာချုပ် (မူကြမ်း) တင်ပြရန်။

၆။ မြေငှားရမ်းခြင်းနှင့်စပ်လျဉ်း၍ အောက်ဖော်ပြပါပုဂ္ဂိုလ်ထံမှ တစ်ဆင့်ငှားရမ်းထားခြင်း ရှိ-မရှိ -

- ☐ နိုင်ငံတော်၏ဥပဒေများနှင့်အညီ အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်းထံမှ နိုင်ငံတော်ပိုင်မြေ သို့မဟုတ် အဆောက်အအုံအသုံးပြုခွင့်အား ယခင်ကပင် ရရှိထားသောပုဂ္ဂိုလ်၊
- ☐ အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်း၏ ခွင့်ပြုချက်နှင့်အညီ နိုင်ငံတော်ပိုင်မြေ သို့မဟုတ် အဆောက်အအုံအား တစ်ဆင့်ငှားယူရန် သို့မဟုတ် တစ်ဆင့်လိုင်စင် ရယူရန်အခွင့်ရှိသည့် ပုဂ္ဂိုလ်၊

၇။ မြေ/အဆောက်အအုံ ငှားရမ်းခနှုန်း (တစ်နှစ်လျှင်တစ်စတုရန်းမီတာအတွက်) - အမေရိကန်ဒေါ်လာ ၉.၇၉

၈။ မြေအသုံးချမှုပရီမီယံကြေး (Land Use Premium – LUP) (အစိုးရဌာန / အစိုးရအဖွဲ့အစည်းပိုင် မြေငှားရမ်းခြင်းဖြစ်ပါက အငှားချထားခြင်းခံရသူထံမှ ငွေသားဖြင့် LUP ကောင်းခံပါမည်။)

တစ်ဧကနှုန်း -

၉။ မူလမြေငှားရမ်းခွင့်ရှိသူ သို့မဟုတ် မြေအသုံးပြုခွင့်ရသူမှ ငှားရမ်းရန်သဘောတူ/မတူ - သဘောတူပါသည်

၁၀။ လျှောက်ထားသည့်မြေ သို့မဟုတ် အဆောက်အအုံ ငှားရမ်းအသုံးပြုခွင့်သက်တမ်း - (၅) နှစ်+ (နောက်ထပ်သက်တမ်းတိုး ခွင့်ပြုသည့်ကာလအထိ)

၁၁။ စက်မှုဇုန်၊ ဟိုတယ်ဇုန်၊ ကုန်သွယ်ရေးဇုန် အစရှိသည့် သက်ဆိုင်ရာ လုပ်ငန်းဇုန်ဧရိယာအတွင်းရှိ မြေ ဟုတ်/မဟုတ် (ဇုန်ကိုဖော်ပြရန်) -

လျှောက်ထားသူလက်မှတ်

အမည်	**MR. NAOKI SAKAMURA**
ရာထူး	**PROMOTER**
ဌာန/ကုမ္ပဏီတံဆိပ်	**SUMMIT SPA MOTORS LIMITED**

Form 7 (A)

Application form for Land Rights Authorization

To,

Chairman
Myanmar Investment Commission

Reference No.
Date. 30th April 2018

Subject : Application for Land Lease or land Rights Authorization to be invested

I do hereby apply with the following information for permit to lease the land or permit to use the land according to the Myanmar Investment Rules 116 : -

1. Particulars relating to Owner of Land/ Building

(a) Name of owner / organization — DAW WAI WAI MON

(b) Area — Total Grant Land 4.91 ACRES (1.5 ACRES Equal 6,070.28 Square Meter will be used for this Project)

(c) Location — HOLDING NO 19/4, KWIN NO (505), UPPER EAST TAGON DAING, YAY TALA POUNG VILLAGE, HLEGU TOWNSHIP, YANGON

(d) Initial period permitted to use the land (Validity of land grant) (30) YEARS

(e) Payment of long term lease as equity Yes ( ) No (✔)

(f) Agreed by Original Lessor Yes (✔) No ( )

(g) Type of Land — GRANT LAND (BUSINESS INDUSTRIAL GRANT)

2. Lessor

(a) Name/ Company' name/ Organization — YOMA DEVELOPMENT GROUP LIMITED

(b) National Registration Card No — 11 / 1994-1995

(c) Address — THE CAMPUS, 1 OFFICE PARK, PUN HLAING ESTATE, HLAING THAYAR TOWNDHIP, YANGON, MYANMAR.

3. Lesse

(a) Name/ Company' name/ Organization — SUMMIT SPA MOTORS LIMITED

(b) National Registration Card No — 454FC/ 2014-2015

(c) Citizenship — MYANMAR

(d) Address — HOLDING NO 19/4, KWIN NO (505), UPPER EAST TAGON DAING, YAY TALA POUNG VILLAGE, HLEGU TOWNSHIP, YANGON

4. Particulars of the proposed Land Lease

(a) Type of Investment	MANUFACTURING, ASSEMBLING AND SALES OF CONTAINER BOXES
(b) Investment Location (s)	HOLDING NO 19/4, KWIN NO (505), UPPER EAST TAGON DAING, YAY TALA POUNG VILLAGE, HLEGU TOWNSHIP, YANGON
(c) Location (Township, State/ Region)	HLEGU TOWNSHIP, YANGON
(d) Area of Land	6,070.28 Sqm / 1.5 ACRES
(e) Size and Number of Building(s)	ONE STORY , 753.66 Sqm
(f) Value of Building	USD 324,275

5. To enclose land ownership and Land Grant, ownership evidences(except Industrial Zone), Land map and Land Lease Agreement (Draft).

6. Whether it is sub-leased from the following person in regarding to Land Lease or not-

- □ Person who has the rights to use the land or Building of the Government from Government Department and Organization in accordance with the national laws.
- □ Authorized Person to get the Sub License or Sub Lease of the building or land owned by the Government in accordance with the permission of the Government department and Organization.

7. Land/ Building lease rate(per square meter per year) USD 9.79 (FOR LAND)

8. Land Use Premium- (LUP) (If it is lease from the land belonged to Government Department/ Organization, the LUP shall be paid in cash by the lessee.)

Rate per Acre: N/A

9. Whether it is agreed by original land lessor or land tenant not YES (AGREED)

10. Proposed land or building use/lease period (5) YEARS AND ANY FURTHER RIGHTS IF RENEWAL PERMITTED

11. Whether it is the land located in the relevant business zone area such as Industrial Zone, Hotel Zone, Trade Zone and etc or not (To describe Zone) N/A

(Signature)

Name of Investor	**Mr. NAOKI SAKAMURA**
Designation	**PROMOTER**
Department /Company (Seal/Stamp)	**SUMMIT SPA MOTORS LIMITED**

HINO

Summit SPA Motors Limited

APPLICATION FOR INVESTMENT PROPOSAL

DOCUMENT	
1.	**Introduction**
1.1	Introductory, description of project plan, request for investment permit under MIL 2016.
1.2	Standard undertaking letters
1.3	MIC Permit Forms 2 ; and Land rights authorization Form (7) (A).
2.	**Business Plan for Summit SPA Motors Limited**
2.1	Board of Directors List
2.2	Investment Summary Breakdown
2.3	Utilities consumption (Electricity and Water) demands
2.4	Production List and Sale Statement
2.5	BOQ: Detailed machinery lists of items to be imported
2.6	Income Statement
2.7	Cash flow
2.8	Overhead Cost
2.9	Staff List (Local)
2.10	Depreciation Schedule
2.11	Raw Material
2.12	Vehicle List (To Be Imported)
3.	**Assembling and Manufacturing Process**
4.	**Environmental/Social Impact Assessment (letter of engagement for SSM)**
5.	**Visual impressions of Project Plan and Design Schematics, Engineering and/or Architectural plans**
6.	**Joint Venture Agreement**
7.	**Land/Building Lease and underlying title documentation**
8.	**SSM' DICA Application**
8.1	Directors' passports/NRC, Directors residential address details

DOCUMENT	
8.2	MoA & AoA (need to amend later)
8.3	Bank statement, must show exact $ figure
9.	**Supporting Corporate documents of Corporate Shareholder :** Elite Matrix Int'l Ltd, Yoma Nominee Ltd and Sumitomo Corporation
9.1	Certificate of Incorporation
9.2	MoA & AoA
9.3	Register of Directors (From XXVI) and Shareholders (Form VI)
10.	Fire Insurance.

HINO Authorized Distributor & Dealer

Summit SPA Motors, Ltd.

[Yangon Office]
Plot 8, Area Ward (505), Yay Tala Poung Village,
No 3, Trunk Road, Hlegu Township, Yangon
Phone : +95 1 638 599/600/601/602
Fax : +95 1 638 608
Email : infoygn@hinomyanmar.com

[Mandalay Office]
No. (G1-B2), Yangon-Mandalay Highway Road,
Industrial Zone (1), Pyi Gyi Ta Gon Township, Mandalay
Phone : +95 2 515 3230
Email : infomdy@hinomyanmar.com

HINO

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့။

ရက်စွဲ ။ ။ ၂၀၁၈ခုနှစ် ဇွန်လ ၊ ၁၁ ရက်

အကြောင်းအရာ။ ။ **Environmental Impact Assessment လုပ်ငန်းဆောင်ရွက်မည် ဖြစ်ပါကြောင်း ဝန်ခံကတိပြုခြင်း။**

ရည်ညွှန်းချက်။ ။ **၁) ရင်းနှီးမြှုပ်နှံမှုဆိုင်ရာနဆိုင်ရာ ပူးပေါင်းလုပ်ငန်းအဖွဲ့၏ ၂၀၁၈ ခုနှစ်၊ မေလ (၇) ရက်နေ့ စာအမှတ် မရက-၃/ အ-၄၉/ ၂၀၁၈ (၂၂၁)**

၂) ရင်းနှီးမြှုပ်နှံမှုဆိုင်ရာနဆိုင်ရာ ပူးပေါင်းလုပ်ငန်းအဖွဲ့၏ ၂၀၁၈ ခုနှစ်၊မေလ (၄)ရက်ပါ စာအမှတ် ၀၀၁/MIC (OSS)/၀၁ (၂၉/၁၈)

အထက်ရည်ညွှန်းချက်ပါကိစ္စနှင့် ပတ်သတ်၍ Summit SPA Motors Ltd., သည် ခြံအမှတ် (၈)၊ အမှတ် (၅၀၅)၊ ရေတလပေါင်ကျေးရွာ၊ အမှတ် (၃) လမ်းမကြီး၊ လှည်းကူးမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီးရှိ မြေပေါ်တွင် HINO မော်တော်ကားပြုပြင်ရေး၊ တစ်ဦးတည်းကိုယ်စားလှယ်အဖြစ် ဖြန့်ဖြူးရောင်းချခြင်း လုပ်ငန်းများဆောင်ရွက်လျက်ရှိပြီး မော်တော်ယာဉ်များတွင် တပ်ဆင်အသုံးပြုရန် Container Box များ ထုတ်လုပ်တပ်ဆင်သည့် လုပ်ငန်းတိုးချဲ့ဆောင်ရွက်ခြင်းနှင့် ပတ်သတ်၍ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်ထံသို့ ဥပဒေနှင့် အညီ ဆောင်ရွက်ခွင့်ပြုပါရန် တင်ပြထားပါသည်။

အဆိုပါ လုပ်ငန်းနှင့် စပ်လျဉ်း၍ ပတ်ဝန်းကျင်ထိခိုက်မှု ဆန်းစစ်ခြင်း (Environmental Impact Assessmet – EIA) နှင့် ပတ်ဂန်းကျင်စီမံခန့်ခွဲမှု အစီအစဉ် (Enviromental Management Plan – EMP) ကို ပတ်ဝန်းကျင် ထိခိုက်မှု ဆန်းစစ်ခြင်းဆိုင်ရာ လုပ်ထုံးလုပ်နည်း အပိုဒ် (၄၉)၊ (၆၃) နှင့် အညီ သိရှိလိုက်နာဆောင်ရွက်မည် ဖြစ်ပြီး **၃၁ မတ်လ ၂၀၁၉** အတွင်းပြီးစီးအောင် ဆောင်ရွက်၍ ဆက်လက်တင်ပြသွားမည် ဖြစ်ပါကြောင်း တင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

Mr.Naoki Sakamura
For and on behalf of
SUMMIT SPA MOTORS LIMITED

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HINO

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

ရုံးအမှတ်(၁)၊သစ္စာလမ်း

ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့။

ရက်စွဲ ။ ။ ၂၀၁၈ခုနှစ်၊ ဇွန်လ (၁၃) ရက်

အကြောင်းအရာ ။ ။ **လိုအပ်ချက်များ ပြန်လည်ဖြည့်စွက်တင်ပြခြင်း။**

ရည်ညွှန်းချက် ။ **။မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၂၀၁၈ ခုနှစ်၊ မေလ(၁၆)ရက်နေ့ ရက်စွဲပါစာ အမှတ် ၊မရက-၃/ ခ-၀၁၃/၂၀၁၈(၀၄၄)**

အထက်ရည်ညွှန်းချက်ပါကိစ္စနှင့် ပတ်သတ်၍ Summit SPA Motors Ltd သည် အကွက်အမှတ်(၈)၊ကွင်းအမှတ်(၅၀၅)၊ ရေတလဘောင်ကျေးရွာအုပ်စု၊ အမှတ်(၃)လမ်းမကြီး၊ လှည်းကူးမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီးရှိ မြေပေါ်တွင် HINO မော်တော်ကားပြုပြင်ရေး၊ တစ်ဦးတည်း ကိုယ်စားလှယ်အဖြစ် ဖြန့်ဖြူး ရောင်းချခြင်းလုပ်ငန်းများဆောင်ရွက်လျက်ရှိပြီး မော်တော်ယာဉ်များတွင် တပ်ဆင်အသုံးပြုရန်Container Box များ ထုတ်လုပ်တပ်ဆင်သည့် လုပ်ငန်းတိုးချဲ့ဆောင်ရွက်ခြင်းနှင့် ပတ်သတ်၍ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု ကောင်မရှင်ထံသို့ ဥပဒေနှင့်အညီ ဆောင်ရွက်ခွင့်ပြုပါရန် တင်ပြထားခြင်းအပေါ် ၂၀၁၈ခုနှစ် မေလ (၁၆) ရက်နေ့တွင်ကျင်းပသော မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်အဆိုပြုချက်စိစစ်ရေးအဖွဲ့၏(၁၀/၂၀၁၈)ကြိမ်မြောက် အစည်းအဝေး၌ လူကြီးမင်းတို့ဌာနမှ အစည်းအဝေးဆုံးဖြတ်ချက်များချမှတ်၍ အဆိုပြုလွှာအား ပြန်လည် ပြင်ဆင်ပေးပါရန် အကြောင်းကြားလာပါသည်။

သို့ဖြစ်ပါ၍ အဆိုပြုလွှာအားအထက်ရည်ညွှန်းစာပါ လိုအပ်ချက်များနှင့်အညီ ပြန်လည် ဖြည့်စွက်၍ ပူးတွဲတင်ပြ အပ်ပါသည်။

(က) မူလမြေငှားစာချုပ်အား နှစ်ဦးသဘောတူညီချက်ဖြင့်ပြင်ဆင်ထားခြင်းစာချုပ်နှင့် မော်တော်ယာဉ်များတွင် တပ်ဆင်အသုံးပြုရန် Container Box များ ထုတ်လုပ်တပ်ဆင်သည့် လုပ်ငန်းတိုးချဲ့ဆောင်ရွက်ခြင်း အတွက် မြေငှားရမ်းခြင်းအပေါ် မူလမြေပိုင်ရှင်၏ကန့်ကွက်ရန်မရှိ သဘောတူကြောင်း တင်ပြခြင်း ကိုလည်း လမ်းညွှန်ချက် နှင့်အညီ နောက်ဆက်တွဲ ဖြင့် ဖော်ပြထားပါသည်။

(ခ) Investment Plan အသေးစိတ်အား လမ်းညွှန်ချက် နှင့်အညီ နောက်ဆက်တွဲ ဖြင့် ဖော်ပြထားပါသည်။

(ဂ) ပြည်ပမှတင်သွင်းမည့်ကုန်ကြမ်းစာရင်းအား လမ်းညွှန်ချက် နှင့်အညီ နောက်ဆက်တွဲ ဖြင့် ဖော်ပြထားပါ သည်။

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(ဃ) ဖက်စပ်ပါဝင်သည့် ကုမ္ပဏီများ၏ ကုမ္ပဏီမှတ်ပုံတင်အထောက်အထား၊ ငွေကြေးအထောက်အထားနှင့် ထုတ်လုပ်မည့် နည်းစဉ်အဆင့်ဆင့်အား လမ်းညွှန်ချက် နှင့်အညီ နောက်ဆက်တွဲ ဖြင့် ဖော်ပြထားပါသည်။

(င) မိခင်ကုမ္ပဏီမှ နည်းပညာပိုင်းဆိုင်ရာခွင့်ပြုထားသည့် Inspection Certificate နှင့် တပ်ဆင်ပြီးစီးချိန်တွင် Test လုပ်မည့် စနစ်များအား လမ်းညွှန်ချက် နှင့်အညီ နောက်ဆက်တွဲ ဖြင့် ဖော်ပြထားပါသည်။

(စ) လုပ်ငန်းဆောင်ရွက်မည့်မြေနေရာအား လက်ရှိဆောင်ရွက်နေသည့် လုပ်ငန်းနှင့် ရောထွေးနေခြင်း မရှိစေရန် သီးခြားပိုင်းခြား၍ ခြံစည်းရိုးခတ်ကာ အဆိုပြုလုပ်ငန်းအား ဆောင်ရွက်မည် ဖြစ်ပါသည်။

(ဆ) လုပ်ငန်းဆောင်ရွက်မည့် အဆောက်အဦနှင့် Layout Plan အား လမ်းညွှန်ချက် နှင့်အညီ နောက်ဆက်တွဲ ဖြင့် ဖော်ပြထားပါသည်။

လေးစားစွာဖြင့်

Mr.Naoki Sakamura
For and on behalf of
SUMMIT SPA MOTORS LIMITED

HINO

Ref No.HML20180523MYA
23rd May, 2018

Mr.Naoki Sakamura
Managing Director

Summit SPA Motors Ltd.
Plot 8, Ward(505), Yay Tala Paung Village,
Trunk Road 3, Hlegu T/S, Yangon, Myanmar

Subject: Approval for local body installation on Hino chassis

Hino Motors Ltd. hereby approves the local installation of Body/Box/ and Refrigeration units on the models below;

Sr	Model	Specification No	Drawing No
1	WU600L-HKMMJ3 (4x2 Left Hand Drive)	SA-WU536B	CDRWU390J
2	XZU650L-HKMML3 (4x2 Left Hand Drive)	SS-XZ438B	CDRXZ583A
3	WU342L-HKMTJD3 (4X2 Left Hand Drive)	SS-WU392C	CDRWU499A
4	WU342L-HKMRHD3 (4X2 Left Hand Drive)	SS-WU391B	CDRWU499A
5	WU302L-HKLHD3 (4X2 Left Hand Drive)	SS-WU390B	CDRWU567A
6	WU710L-HKMMJ3 (4x2 Left Hand Drive)	SS-WU356B	CDRWU427A/406A

Best regards,

A. Uchiyama

Atsushi Uchiyama
Group Manager
Group1, No.1 Department
Asia & Oceania Division

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သို့
ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
ရုံးအမှတ်(၁)၊သစ္စာလမ်း
ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့။

ရက်စွဲ ။ ။ ၂၀၁၈ခုနှစ်၊ ဇွန်လ (၁၁) ရက်

အကြောင်းအရာ ။ ။ **လိုအပ်ချက်များ ပြန်လည်ဖြည့်စွက်တင်ပြခြင်း။**

ရည်ညွှန်းချက် ။ **။၁) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၂၀၁၈ ခုနှစ် ဇွန်လ ၆ ရက် နေ့ ရက်စွဲပါစာ။**

၂) ပို့ဆောင်ဆက်သွယ်ရေးဝန်ကြီးဌာန၏ ၂၀၁၈ခုနှစ်၊ ဇွန်လ (၁)ရက်နေ့ ရက်စွဲပါစာအမှတ် ၊ရထ-၂/ မလ (ကညန)/၂၀၁၈ (၁၄၈၇)။

အထက်အကြောင်းအရာပါကိစ္စများနှင့်ပတ်သက်၍ ကျွန်တော်များ Summit SPA Motors Limited သည် အကွက်အမှတ်(၈)၊ ကွင်းအမှတ်(၅၀၅)၊ ရေတာလဘောင် ကျေးရွာအုပ်စု၊ လှည်းကူးမြို့နယ်၊ ရန်ကုန်မြို့ရှိမြေဧရိယာ အကျယ်အဝန်း(၄.၉၁)ဧကခန့်တွင် မြေဧရိယာ(၁.၅)ဧက (၆,၀၇၀.၂၈ စတုရန်းမီတာ) ကိုသာ Manufacturing and Assembling Container Boxes အတွက်အသုံးပြုမည်ဖြစ်သည်။

ရည်ညွှန်းချက်ပါ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၂၀၁၈ ခုနှစ် ဇွန်လ ၆ ရက် နေ့ ရက်စွဲပါစာ နှင့် ပို့ဆောင်ဆက်သွယ်ရေးဝန်ကြီးဌာန၏ ၂၀၁၈ခုနှစ်၊ ဇွန်လ (၁)ရက်နေ့ ရက်စွဲပါစာအမှတ် ၊ရထ-၂/ မလ (ကညန)/၂၀၁၈ (၁၄၈၇)စာများအရ Manufacturing and Assembling Container Boxes လုပ်ငန်းအား မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေနှင့်အညီ ဆောင်ရွက်ခွင့်ပြုပါရန်နှင့်လျှောက်ထား သောအဆိုပြုလွှာနှင့်စပ်လျဉ်း၍ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်နှင့် ပို့ဆောင်ဆက်သွယ်ရေးဝန်ကြီးဌာန၏လမ်းညွှန်မှုများအတိုင်း လိုက်နာ ဆောင်ရွက်ပါမည်ဖြစ်ပြီး Maximum Dimension များမှာ အောက်ပါအတိုင်းဖြစ်ပါသည်။

(က) Maximum Dimension

1	Rigid Vehicle Overall Length	12.2 m (max)
2	Articulated Vehicle Overall Length	16.0 m (max)
3	Overall Width	2.5m (max)
4	Overall Height	3.66m (max, Normal Vehicle)
5	Overall Height	4.6m (max, Container Carrier)

Summit SPA Motors, Ltd.
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လေးစားစွာဖြင့်

Mr.Naoki Sakamura
For and on behalf of
SUMMIT SPA MOTORS LIMITED

Summit SPA Motors, Ltd.

HINO Authorized Distributor & Dealer

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HINO

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
ရုံးအမှတ်(၁)၊သစ္စာလမ်း
ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့။

ရက်စွဲ ။ ။ ၂၀၁၈ခုနှစ် ၊ ဇွန်လ (၁၈) ရက်

အကြောင်းအရာ ။ ။ **မြေကတိစွရင်းလင်းတင်ပြခြင်း။**

အထက်ရည်ညွှန်းချက်ပါကိစ္စနှင့် ပတ်သတ်၍ ကျွန်တော်များ Summit SPA Motors Limited သည် ဦးပိုင်အမှတ် ၁၉/၄ ၊ ၅၀၅အထက်တံခွန်တိုင်အရှေ့၊ ရေတလဘောင်ကျေးရွာအုပ်စု၊ လှည်းကူးမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီးရှိမြေဧက (၄.၉၁) အနက်မှ (၁.၅)ဧက ကို Manufacturing and Assembling Container Boxes လုပ်ငန်းအတွက်အသုံးပြုမည်ဖြစ်ပြီပါသည် ဟုလေးစားစွာတင်ပြ အပ်ပါသည်။

လေးစားစွာဖြင့်

Mr.Naoki Sakamura
Managing Director
For and on behalf of
SUMMIT SPA MOTORS LIMITED

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
ရုံးအမှတ်(၁)၊သစ္စာလမ်း
ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့။

ရက်စွဲ။ ။ ၂၀၁၈ ခုနှစ်၊ ဖွန်လ၊ ၆ရက်။

အကြောင်းအရာ။ ။ **မြေထပ်ဆင့်ငှားရမ်းခြင်းကိစ္စဆိုင်ရာ အကြောင်းကြားခြင်း။**

အထက်ဖော်ပြပါ အကြောင်းအရာနှင့် ပတ်သတ်၍ အမှတ် (၉၀)၊ အင်းယားလမ်း၊ ကမာရွတ်မြို့နယ်၊ ရန်ကုန်မြို့တွင် နေထိုင်သော ဒေါ်ဝေဝေမွန် (၁/ ရကန (နိုင်) ၀၁၀၂၂၈) ပိုင်ဆိုင်သည့် ရန်ကုန်တိုင်းဒေသကြီး၊ လှည်းကူးမြို့နယ်၊ ရေတာလပေါင်ကျေးရွာ၊ ကွင်းအမှတ် (၅၀၅)၊ အကွက်အမှတ် (၈)၊ ဦးပိုင်အမှတ် ၁၉၊ ၂၀၊ ၂၁ ဟု ခေါ်တွင်သော အမှတ် (၃) လမ်းမကြီးပေါ်ရှိ ၁၂ ဧက ခန့်ကျယ်ဝန်းသော မြေကွက် မြေကွက်အား Yoma Development Group သို့ (၅) နှစ်စာချုပ်ဖြင့် ငှားရမ်းခဲ့ပါသည်။ ငှားရမ်းခြင်းဆိုင်ရာ စာချုပ် အပိုဒ်ခွဲ ၆.၁ နှင့် ၆.၂ အရ အဆိုပါ မြေကွက်အား Yoma Development Group အတွင်းမှ လွဲ၍ အခြားသို့ ငှားရမ်းခွင့်မရှိဟု ဆိုပါသော်လည်း၊ Summit SPA Motors Ltd သည် Yoma Development Group ၏ ကုမ္ပဏီခွဲ ဖြစ်သောကြောင့် ၄.၉ ဧက ခန့်ကို HINO အမှတ်တံဆိပ် မော်တော်ကားတင်သွင်းရောင်းချခြင်း ၊ ပြုပြင်ထိန်းသိမ်းပေးခြင်း နှင့် အပိုပစ္စည်းပံ့ပိုးပေးခြင်း လုပ်ငန်းလုပ်ကိုင်ရန် ထပ်ဆင့် ငှားရမ်းထားပါသည်။ ယခုအခါ Summit SPA Motors Ltd မှ၎င်းတို့၏လုပ်ငန်းအသစ် ဖြစ်သော Cab With Chassis(CWC) တင်သွင်းခြင်းနှင့် Container Box များ ထုတ်လုပ်တပ်ဆင်ခြင်း လုပ်ငန်း လုပ်ကိုင်ရန် အတွက် မြေ ၁.၅ ဧက ကို သုံးစွဲမည့်ကိစ္စ အတွက် ကျွန်မ ဒေ ဒေါ်ဝေဝေမွန် (၁/ ရကန (နိုင်) ၀၁၀၂၂၈) မှ သိရှိ သဘောတူပါကြောင်း အကြောင်းကြား အပ်ပါသည်။

လေးစားစွာဖြင့်

ဒေါ်ဝေဝေမွန်
(၁/ ရကန (နိုင်) ၀၁၀၂၂၈)

HINO Authorized Distributor & Dealer

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HINO

To

Chairman,
Myanmar Investment Commission
Office No. (1), Thitsar Road,
Yankin Township, Yangon

Dated: 30th April 2018

Subject : **Investment Summary of Summit SPA Motors Limited**

We **"Summit SPA Motors Limited"**, respectfully request from you that Sumitomo Corporation, Elite Matrix International Limited and Yoma Nominee Limited will propose to expand existing operation by assembling and manufacturing of container box especially focused on Hino Series Dry and Refrigerated box production at Plot No. 8, Area Ward 505, Yay Tala Poung Village, Hlegu Township, Yangon.

The total amount of the container box assembling and manufacturing project is 3 million USD and contributed (60%) by Sumitomo Corporation, (20)% by Elite Matrix International Limited and (20%) by Yoma Nominee Limited.

Summit SPA Motors Limited will operate not only Hino Authorized Distributor and Dealer but also container box assembling and manufacturing with advance technology, employs skilled technicians and mechanics for it service outlets and spare parts inventory is well organized and properly stocked. By producing these locally, businesses can buy international standard commercial box trucks at low cost and it would be able to create job opportunities for Myanmar people. We want to share the knowledge and create skilled labour force through various training programs in commercial box production and assembly.

We hereby attached the forwarding letters and undertakings including business models in support of our proposal. We shall abide by the Laws, Rules, Notifications and Regulations of the Republic of the Union of Myanmar with due regard for the development of the Republic of the Union of Myanmar.

We deeply appreciate the assistance and co-operation your good office has extended to us, and we look forward to your favorable reply.

Best Regards,

Mr.Naoki Sakamura
For and on behalf of
SUMMIT SPA MOTORS LIMITED

HINO Authorized Distributor & Dealer

Summit SPA Motors, Ltd.

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HINO

To

Chairman,
Myanmar Investment Commission
Office No. (1), Thitsar Road,
Yankin Township, Yangon

Dated: 30th April 2018

Subject : **Authorization Letter for Submission of MIC Application**

We, **"SUMMIT SPA MOTORS LIMITED"** hereby authorize **South Asia Consulting Limited,** more specifically being:-

1) Khin Lay Mon, holding NRC Card No. 12/ThaLaNa (N) 095651; and

2) Hnin Wai Phyo, holding NRC Card No. 12/LaMaTa (N) 035418,

to act on behalf of our company with the Myanmar Investment Commission with regard to the submission of our investment proposal.

Best Regards,

Mr.Naoki Sakamura
For and on behalf of
SUMMIT SPA MOTORS LIMITED

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Summit SPA Motors, Ltd.

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To

Chairman,
Myanmar Investment Commission
Office No. (1), Thitsar Road,
Yankin Township, Yangon

Dated: 30th April 2018

Subject : **Application for issue of permit for Foreign Investment in the Republic of the Union of Myanmar**

1. We **"Summit SPA Motors Limited"**, wish to lodge an investment application under the Myanmar Investment Law 2016.

2. We hereby submit for your consideration the business plan and supporting documents for your consideration ;

   1) Proposal of Summit SPA Motors Limited;
   2) MIC Forms;
   3) Joint Venture Agreement;
   4) Land Lease Agreement;
   5) Business plan;
   6) Corporate documents of proposed shareholders;
   7) Employee Welfare Plan;
   8) Environmental Protection Plan;
   9) Fire Prevention Plan;
   10) CSR Plan;
   11) Electricity Consumption; and
   12) Undertaking for payment of income tax.

3. We trust the above will meet your requirements and that the Myanmar Investment Commission will give favorable consideration to our application and grant us the Investment Permit and incentives and tax reliefs as provided under the Myanmar Investment Law 2016.

4. We shall abide by the Laws, Rules, Notification and Regulations of the Republic of the Union of Myanmar with due regard for the development of the Republic of the Union of Myanmar.

5. We look forward to your favorable consideration and approval of the Permit at your earliest convenience.

Best Regards,

Mr.Naoki Sakamura
For and on behalf of
SUMMIT SPA MOTORS LIMITED

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To

Chairman,

Myanmar Investment Commission

Office No. (1), Thitsar Road,

Yankin Township, Yangon

Dated: 30th April 2018

Subject : **Undertaking for Corporate Social Responsibility (CSR) Program**

We, **"SUMMIT SPA MOTORS LIMITED"** will allocate 2% of our net profit as CSR Fund to be used for developing and progressing the socio-economic standards of Myanmar Citizens.

Best Regards,

Mr.Naoki Sakamura
For and on behalf of
SUMMIT SPA MOTORS LIMITED

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To
Chairman,
Myanmar Investment Commission
Office No. (1), Thitsar Road,
Yankin Township, Yangon

Dated: 30th April 2018

Subject : **Undertaking for Electricity Consumption**

We, **SUMMIT SPA MOTORS LIMITED,** plan to operate container box assembling and manufacturing at Plot No. 8, Area Ward 505, Yay Tala Poung Village, Hlegu Township, Yangon.

We require electricity use from the national grid and we will have backup generators in the event of power failure.

Best Regards,

Mr.Naoki Sakamura
For and on behalf of
SUMMIT SPA MOTORS LIMITED

HINO Authorized Distributor & Dealer

Summit SPA Motors, Ltd.

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HINO

To

Chairman,
Myanmar Investment Commission
Office No. (1), Thitsar Road,
Yankin Township, Yangon

Dated: 30th April 2018

Subject : **Employee's Welfare Plan**

We, **SUMMIT SPA MOTORS LIMITED** hereby declare that we have made all necessary arrangements for welfare programmers for our staff, as follows;

1. Staff Transportation

The Company proposes to arrange the transportation for all employees.

2. Uniform

All employees would be supplied with uniform free of charge twice a year.

3. Health Care

Access to medical facilities with qualified personnel and with appropriate medicines will be available to employees. In addition, purified drinking water will be available for staff. Appropriate sanitation facilities will also be installed in the hotel facility and regular disinfection work carried out.

4. Risk Prevention

An evacuation plan will be implemented in case of emergency and this would be explained to all employees so that in case of emergency namely: earthquake, fire and other disasters, injury or death could be avoided.

5. Bonus

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Based on the performance of the company, an annual bonus will be declared and paid out to each employee before the **Myanmar New Year (Water Festival)**. The amount of bonus will reflect the amount of profit earned by the company.

All the above mentioned employee benefits are the usual company practices and based on the labor law of the country, other benefits such as leave (sick leave, annual leave etc) would be drawn up and included in the Employees' welfare plan accordingly.

Best Regards,

Mr.Naoki Sakamura
For and on behalf of
SUMMIT SPA MOTORS LIMITED

HINO Authorized Distributor & Dealer

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HINO

To

Chairman,
Myanmar Investment Commission
Office No. (1), Thitsar Road,
Yankin Township, Yangon

Dated: 30th April 2018

Subject : **Evidence of Fire Hazard Prevention**

1. With regard to the above matter, **SUMMIT SPA MOTORS LIMITED,** is to be established under the Myanmar Investment Law 2016. Our company will operate container box assembling and manufacturing and for this purpose we have applied for the approval of the Myanmar Investment Commission in accordance with the Myanmar Investment Law.

2. For the prevention of fire hazards, we will take measures for the prevention of fires in the workplace. We are very much aware of the fire hazards and intend to specify our factory with modern materials and install modern fire extinguishers, sand bags and sand pits with essential shovels, pitch axes, hooks and flats ready at hand in every sub-section of the building. We will keep emergency water pumps and fire hoses ready at "stand by position''. We will have Fire Drill Instructions posted at every section of the building and the workers will have regular Fire Drills and they will be divided into specific groups to carry out a precise evacuation plan in the event of fire. Smoking in the premises of the building will be strictly prohibited. We intend to implement cautions against the dangers of electrical shock and misuse of electrical instruments also.

Best Regards,

Mr.Naoki Sakamura
For and on behalf of
SUMMIT SPA MOTORS LIMITED

HINO Authorized Distributor & Dealer

Summit SPA Motors, Ltd.

[Yangon Office]
Plot 8, Area Ward (505), Yay Tala Poung Village
No 3, Trunk Road, Hlegu Township, Yangon
Phone : +95 1 638 599/600/601/602
Fax : +95 1 638 608
Email : infoygn@hinomyanmar.com

[Mandalay Office]
No. (G1-B2), Yangon-Mandalay Highway Road,
Industrial Zone (1), Pyi Gyi Ta Gon Township, Mandalay
Phone : +95 9 971744405
Email : infomdy@hinomyanmar.com

HINO

To

Chairman,
Myanmar Investment Commission
Office No. (1), Thitsar Road,
Yankin Township, Yangon

Dated: 30th April 2018

Subject: Undertaking Letter for Payment of Income Tax

This letter is to inform you that in accordance with the Myanmar Investment Law 2016, we, **SUMMIT SPA MOTORS LIMITED,** agree to comply with our obligations under the Union Tax Law 2018 or as amended or applicable from time to time with respect to withholding and payment of income tax by employees receiving a salary of more than MMK 4,800,000 per year.

Best Regards,

Mr.Naoki Sakamura
For and on behalf of
SUMMIT SPA MOTORS LIMITED

၃။ အငှားချထားခြင်းခံရသူ

(က) အမည်/ကုမ္ပဏီအမည်/ဌာန/အဖွဲ့အစည်း --

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် --------------------------

(ဂ) နိုင်ငံသား --

(ဃ) နေရပ်လိပ်စာ ---

၄။ ငှားရမ်းလိုသည့်မြေနှင့်စပ်လျဉ်းသည့်အချက်အလက်များ

(က) ရင်းနှီးမြှုပ်နှံသည့်လုပ်ငန်းအမျိုးအစား --

(ခ) ရင်းနှီးမြှုပ်နှံသည့်အရပ်ဒေသ(များ)၊ ---

(ဂ) တည်နေရာ (ရပ်ကွက်၊ မြို့နယ်၊ ပြည်နယ်/တိုင်းဒေသကြီး) ---------------------------

----

(ဃ) မြေဧရိယာအကျယ်အဝန်း --

(င) အဆောက်အအုံအရွယ်အစား/အရေအတွက် -------------------------------------

(စ) အဆောက်အအုံတန်ဖိုး --

၅။ မြေပိုင်ဆိုင်မှု/မြေဂရန်အထောက်အထား(စက်မှုဇုန်မှ အပ)၊မြေပုံနှင့် မြေငှားစာချုပ်(မူကြမ်း) တင်ပြရန်။

၆။ မြေငှားရမ်းခြင်းနှင့်စပ်လျဉ်း၍ အောက်ဖော်ပြပါပုဂ္ဂိုလ်ထံမှ တစ်ဆင့်ငှားရမ်းထားခြင်း ရှိ-မရှိ-

☐ နိုင်ငံတော်၏ဥပဒေများနှင့်အညီအစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်းထံမှ နိုင်ငံတော်ပိုင်မြေ သို့မဟုတ် အဆောက်အအုံအသုံးပြုခွင့်အား ယခင်ကပင် ရရှိထားသောပုဂ္ဂိုလ်၊

☐ အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်း၏ ခွင့်ပြုချက်နှင့်အညီနိုင်ငံတော်ပိုင်မြေသို့မဟုတ် အဆောက်အအုံအားတစ်ဆင့်ငှားယူရန် သို့မဟုတ် တစ်ဆင့်လိုင်စင် ရယူရန်အခွင့်ရှိသည့် ပုဂ္ဂိုလ်။

၇။ မြေ/အဆောက်အအုံ ငှားရမ်းခနှုန်း(တစ်နှစ်လျှင်တစ်စတုရန်းမီတာအတွက်)--------------

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SUMMIT SPA MOTORS LIMITED

Board of Director List

NO	NAME	PASSPORT NO. N.R.C NO	DESIGNATION	ADDRESS	SHARE
1	**Sumitomo Corporation**				60
	Mr. Naoki Sakamura	TR 9701803	Managing Director	6-25-8, HATANODAI, SHINAGAWA-KU, TOKYO JAPAN 142-0064	
	Mr. Takahiko Taniyama	TZ 1090417	Director	5-19-5, NAKAMEGURO, MEGO-KU, TOKYO JAPAN.	
	Mr. Miyake Ryusuke	TZ 1153741	Director	3-27-4 SAKAI, MUSASHINO-SHI, TOKYO, JAPAN.	
2	**Elite Matrix International Limited**				20
	Mr. Hans Gunther Micheal Rudenmark	87496817	Director	78 SHENTON WAY #32-00 SINGAPORE 079120	
3	**Yoma Nominee Limited**				20
	Daw Win Min Htwe	12/BaHaNa (N) 000921	Director	150, DHAMMAZEDI ROAD, WEST SHWE GONE DINE, BAHAN TOWNSHIP, YANGON, MYANMAR.	

SUMMIT SPA MOTORS LIMITED
Investment Summary

Description	Foreign 80%	Local 20%	USD	Kyat million
Building	$259,420	$64,855	$324,275	438
Machinery Equipment (Local)	$29,345	$7,336	$36,681	50
Working Capital	$2,111,235	$527,809	$2,639,044	3,563
	$2,400,000	$600,000	$3,000,000	4,050

Assumption
Exchange Rate (1 USD : 1350 Kyat)

Shareholder	Amount	Share %
Sumitomo Corporation	$1,800,000	60%
Elite Matrix International Limited	$600,000	20%
Yoma Nominee Limited	$600,000	20%
Total Investment	$3,000,000	100%

SUMMIT SPA MOTORS LIMITED

Electricity + Water Usage

Year	Year 1 (2019)	Year 2 (2020)	Year 3 (2021)	Year 4 (2022)	Year 5 (2023)	Year 6 (2024)	Year 7 (2025)	Year 8 (2026)	Year 9 (2027)	Year 10 (2028)
Electricity usage (mWh)	18000	18000	18000	18000	18000	18000	18000	18000	18000	18000
Water usage (mt)	2400	2400	2400	2400	2400	2400	2400	2400	2400	2400
Total	**20400**	**20400**	**20400**	**20400**	**20400**	**20400**	**20400**	**20400**	**20400**	**20400**

SUMMIT SPA MOTORS LIMITED

Production and Sales Statement

											Currency (USD)
Series		Year 1 (2019)	Year 2 (2020)	Year 3 (2021)	Year 4 (2022)	Year 5 (2023)	Year 6 (2024)	Year 7 (2025)	Year 8 (2026)	Year 9 (2027)	Year 10 (2028)
Refrigerated Box Sales		**30**	**36**	**42**	**48**	**54**	**60**	**66**	**69**	**72**	**75**
Dry Box Sales		**70**	**84**	**98**	**112**	**126**	**140**	**154**	**161**	**168**	**175**

Gross Profit Planning

PRICING (Average Net Retail Price excl.		**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**
Summary											
Refrigerated Box		**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**
Total Net Sales		898,800	1,080,000	1,259,400	1,454,097	1,636,200	1,817,394	2,020,410	2,111,913	2,203,416	2,318,795
Total Cost of Sales		763,980	918,000	1,070,490	1,235,982	1,390,770	1,544,785	1,717,349	1,795,126	1,872,904	1,970,976
Total Gross Profit		134,820	162,000	188,910	218,115	245,430	272,609	303,062	316,787	330,512	347,819
Dry Box											
Total Net Sales		1,865,150	2,240,700	2,613,100	3,016,946	3,394,661	3,770,785	4,191,591	4,381,534	4,571,476	4,810,656
Total Cost of Sales		1,585,378	1,904,595	2,221,135	2,564,404	2,885,461	3,205,167	3,562,852	3,724,303	3,885,755	4,089,057
Total Gross Profit		279,773	336,105	391,965	452,542	509,199	565,618	628,739	657,230	685,721	721,598
Both Refrigerated & Dry Box											
Total Net Sales		2,763,950	3,320,700	3,872,500	4,471,043	5,030,861	5,588,179	6,212,001	6,493,447	6,774,892	7,129,451
Total Cost of Sales		2,349,358	2,822,595	3,291,625	3,800,386	4,276,231	4,749,952	5,280,201	5,519,430	5,758,658	6,060,033
Total Gross Profit		414,593	498,105	580,875	670,656	754,629	838,227	931,800	974,017	1,016,234	1,069,418

The Total amount of USD 898,800 is for 30 Boxes of Refrigerated Boxes and USD 29,960 for each.
The Total amount of USD 1,865,150 is for 70 Boxes of Dry Boxes and USD 26,645 for each.

SUMMIT SPA MOTORS LIMITED

Machinery List (Local)

Machinery List (Local)

No	Equipment	Origin of Country	Quantity (Units)	Unit Price (USD)	Total (USD)
1	Compressor (7.5 HP)	Myanmar	1	3,988	3,988
2	Compressor (5.5 HP)	Myanmar	1	1,399	1,399
3	5-Tonne Crane	Myanmar	1	29,630	29,630
4	Wheel Balancer	Myanmar	1	1,664	1,664
					36,681

* Please note that the above mentioned Machinery List are already purchased in local.

SUMMIT SPA MOTORS LIMITED
Income Statement

	Year 1 (2019)	Year 2 (2020)	Year 3 (2021)	Year 4 (2022)	Year 5 (2023)	Year 6 (2024)	Year 7 (2025)	Year 8 (2026)	Year 9 (2027)	Year 10 (2028)
output value* (Assembling Box) (USD)	2,779,350	3,341,196	3,902,057	4,507,114	5,079,748	5,670,946	6,324,557	6,611,846	6,918,936	7,286,317
Total	**2,779,350**	**3,341,196**	**3,902,057**	**4,507,114**	**5,079,748**	**5,670,946**	**6,324,557**	**6,611,846**	**6,918,936**	**7,286,317**

SUMMIT SPA MOTORS LIMITED
Cash Flow

Currency (USD)	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
	1st year	2nd year	3rd year	4th year	5th year	6th year	7th year	8th year	9th year	10th year
Net Profit	(175,131.45)	(91,934.89)	(24,413.62)	(132,046.30)	(22,091.19)	12,827.36	8,142.38	29,290.53	14,627.08	27,134.15
CAPEX										
Trade & other receivables	(115,806.25)	(15,278.80)	(21,434.31)	(25,210.72)	(3,904.63)	(24,633.24)	(27,233.81)	(5,309.07)	(22,350.33)	(15,307.54)
Inventories	(393,239.58)	(79,511.32)	(78,963.79)	(85,479.14)	(80,422.62)	(82,731.24)	(90,677.45)	(40,993.52)	(42,294.20)	(51,523.15)
Trade & other payables	195,779.79	206,436.46	129,085.83	66,810.40	129,653.76	92,638.22	28,080.58	19,935.73	(10,064.27)	19,242.45
Purchases of property, plant & equipment	(510,954.95)	(0.00)	(30,000.00)	(0.00)	(80,000.00)	-	(30,000.00)	-	(0.00)	(150,000.00)
Share Capital	3,000,000.00	-	-	-	-	-	-	-	-	-
Depreciation	39,881.76	35,704.27	35,104.00	31,685.24	41,699.78	36,780.51	35,602.07	31,735.65	28,406.50	45,526.31
Cash & Bank opening	-	2,040,529.32	2,095,945.05	2,105,323.16	1,961,082.64	1,946,017.73	1,980,899.35	1,904,813.13	1,939,472.44	1,907,797.22
FCF	2,040,529.32	2,095,945.05	2,105,323.16	1,961,082.63	1,946,017.73	1,980,899.34	1,904,813.13	1,939,472.44	1,907,797.22	1,782,869.43

*for details see "Investment Summary" tab.

NET PROFIT/LOSS AFTER TAXES

SUMMIT SPA MOTORS LIMITED

Overhead Expenses

Currency (USD)

Overhead Cost			**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**
Headcount												
Personnel Expens	**Salary, Wages and Bonus**											
Salary Expenses p.a.			338,800	338,800	343,600	465,200	478,400	521,600	597,600	606,000	658,800	664,000
Average Adjustment p.a.			-	3,388	3,436	4,652	4,784	5,216	5,976	6,060	6,588	6,640
Sales Commission		50	5,000	6,000	7,000	8,000	9,000	10,000	11,000	11,500	12,000	12,500
Social charges (employer + employee)		4%	13,552	13,552	13,744	18,608	19,136	20,864	23,904	24,240	26,352	26,560
Local (Total Personnel Expenses)			**357,352**	**361,740**	**367,780**	**496,460**	**511,320**	**557,680**	**638,480**	**647,800**	**703,740**	**709,700**
Marketing & Training Expenses												
Training expenses for Sales and Aftersales			13,897	16,706	19,510	22,536	25,399	28,355	31,623	33,059	34,595	36,432
Marketing Expenses			83,381	66,824	58,531	45,071	40,638	28,355	22,136	19,836	13,838	7,286
Total:			**97,277**	**83,530**	**78,041**	**67,607**	**66,037**	**56,709**	**53,759**	**52,895**	**48,433**	**43,718**
Other direct expenses												
Other direct expenses new cars/used cars		0.4%	11,056	13,283	15,490	17,884	20,123	22,353	24,848	25,974	27,100	28,518
Other direct expenses parts department		1.0%	112	155	207	253	327	579	733	808	969	1,055
Other direct expenses service department		1	4,200	5,040	8,820	10,764	16,146	24,840	39,278	37,642	47,134	51,330
Other direct expens	production department	1%	27,640	33,207	38,725	44,710	50,309	55,882	62,120	64,934	67,749	71,295
Total Direct Expenses			**43,007**	**51,684**	**63,242**	**73,612**	**86,905**	**103,654**	**126,979**	**129,357**	**142,951**	**152,197**
Establishment Expenses												
Rent for land & buildings			44,444	48,889	53,778	59,156	65,071	71,578	78,736	86,610	95,271	104,798
Depreciation for buildings			16,214	15,403	14,633	13,901	13,206	12,546	11,919	11,323	10,757	10,219
Maintenance and repair land & buildings		1.00%	444	489	538	592	651	716	787	866	953	1,048
Depreciation other fixed assets			23,668	20,301	20,471	17,784	28,494	24,235	23,683	20,413	17,650	35,308
Overheads expenses others			0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%	0.50%
Overhead expenses others			13,897	16,706	19,510	22,536	25,399	28,355	31,623	33,059	34,595	36,432
Total expenses			**596,304**	**598,742**	**617,993**	**751,646**	**797,083**	**855,472**	**965,966**	**982,323**	**1,054,349**	**1,093,419**
			1,093,940	**1,095,697**	**1,127,057**	**1,389,325**	**1,461,345**	**1,573,516**	**1,785,184**	**1,812,375**	**1,949,473**	**1,999,034**

Annex - 2.9

SUMMIT SPA MOTORS LIMITED
Local Staff List

Position/ Title	Average Salary Per Month (MMK)	No of Staff			Average Salary Per Month			Average Salary Per Year		
		Yr 1-3	Yr 4-6	Yr 7-10	Yr 1-3	Yr 4-6	Yr 7-10	Yr 1-3	Yr 4-6	Yr 7-10
Sales Manager	1,995,000	1	2	2	1,995,000	3,990,000	3,990,000	23,940,000	47,880,000	47,880,000
New Car Sales Staff	2,660,000	3	4	5	2,660,000	2,660,000	4,433,333	95,760,000	127,680,000	159,600,000
Vehicle order & stock control	332,500	1	1	1	332,500	332,500	332,500	3,990,000	3,990,000	3,990,000
Parts Manager	931,000	1	1	1	931,000	931,000	931,000	11,172,000	11,172,000	11,172,000
Parts Salesmen	399,000	1	2	3	399,000	798,000	1,197,000	4,788,000	9,576,000	14,364,000
Parts Admin	399,000	1	2	3	399,000	798,000	1,197,000	4,788,000	9,576,000	14,364,000
Service Manager	1,995,000	1	2	2	1,995,000	3,990,000	3,990,000	23,940,000	47,880,000	47,880,000
Service Technician	532,000	2	3	4	532,000	798,000	1,064,000	12,768,000	19,152,000	25,536,000
Diagnostics Technician	576,333	1	2	4	576,333	1,152,667	1,729,000	6,916,000	13,832,000	20,748,000
Service Advisor	532,000	1	2	3	532,000	1,064,000	1,596,000	6,384,000	12,768,000	19,152,000
Warranty Administrator	532,000	1	2	2	532,000	1,064,000	1,064,000	6,384,000	12,768,000	12,768,000
Production Manager	3,325,000	1	2	2	3,325,000	3,325,000	6,650,000	39,900,000	39,900,000	79,800,000
Assembler/Fabricator	1,596,000	3	5	10	1,596,000	2,660,000	5,320,000	57,456,000	95,760,000	191,520,000
Brazer/Cutter/Solderer/Welder	399,000	2	3	4	399,000	598,500	798,000	9,576,000	14,364,000	19,152,000
Machinist/Tool & Die Maker	399,000	2	3	4	399,000	598,500	798,000	9,576,000	14,364,000	19,152,000
Procurement Specialist	532,000	2	3	3	532,000	1,064,000	1,596,000	6,384,000	12,768,000	19,152,000
Quality Control Inspector	532,000	1	2	2	532,000	532,000	1,064,000	6,384,000	6,384,000	12,768,000
General Manager	3,990,000	1	1	1	3,990,000	3,990,000	3,990,000	47,880,000	47,880,000	47,880,000
Finance Mgr/Accountant	2,660,000	1	1	1	2,660,000	2,660,000	2,660,000	31,920,000	31,920,000	31,920,000
Finance Assist / Book Kpr	532,000	1	2	3	532,000	1,064,000	1,596,000	6,384,000	12,768,000	19,152,000
HR Executive	532,000	1	1	1	532,000	532,000	532,000	6,384,000	6,384,000	6,384,000
IT Executive	532,000	1	1	1	532,000	532,000	532,000	6,384,000	6,384,000	6,384,000
Marketing Staff	532,000	1	2	3	532,000	1,064,000	1,596,000	6,384,000	12,768,000	19,152,000
Admin Staff	399,000	1	2	2	399,000	399,000	798,000	4,788,000	4,788,000	9,576,000
Receptionist	332,500	1	1	1	332,500	332,500	332,500	3,990,000	3,990,000	3,990,000
Cleaner	266,000	2	3	4	266,000	399,000	532,000	6,384,000	9,576,000	12,768,000
		35	**55**	**72**	**27,442,333**	**37,328,667**	**50,318,333**	**450,604,000**	**636,272,000**	**876,204,000**

SUMMIT SPA MOTORS LIMITED

Depreciation Schedule

CURRENCY (USD)

Invest Fixed Assets and Depreciation												
Land	Additions		0	0	0	0	0	0	0	0	0	0
	Depreciation		0	0	0	0	0	0	0	0	0	0
	Residual Amount		0	0	0	0	0	0	0	0	0	0
Buildings	Additions		324,275									
	Depreciation	5%	16,214	15,403	14,633	13,901	13,206	12,546	11,919	11,323	10,757	10,219
	Residual Amount		308,061	292,658	278,025	264,124	250,918	238,372	226,453	215,130	204,374	194,155
Equipment	Additions		36,680					50,000				50,000
	Depreciation	10%	3,668	3,301	2,971	2,674	2,407	2,166	1,949	1,754	1,579	6,421
	Residual Amount		33,012	29,711	26,740	24,066	21,659	19,493	17,544	15,790	14,211	57,790
Other Assets	Additions		50,000				50,000					50,000
	Depreciation	20%	10,000	8,000	6,400	5,120	14,096	11,277	9,021	7,217	5,774	14,619
	Residual Amount		40,000	32,000	25,600	20,480	56,384	45,107	36,086	28,869	23,095	58,476
Other Assets	Additions		100,000		30,000		30,000		30,000			50,000
	Depreciation	10%	10,000	9,000	11,100	9,990	11,991	10,791.90	12,712.71	11,441.44	10,297.30	14,267.57
	Residual Amount		90,000	81,000	99,900	89,910	107,919	97,127	114,414	102,973	92,676	128,408
Total	**Additions**		510,955	-	30,000	-	80,000	50,000	30,000	-	-	150,000
	Depreciation		39,882	35,704	35,104	31,685	41,700	36,781	35,602	31,736	28,407	45,526
	Residual Amount		471,073	435,369	430,265	398,580	436,880	400,099	394,497	362,762	334,355	438,829

SUMMIT SPA MOTORS LIMITED

Raw Material List (Imported)

No	Equipment	Origin of Country	Quantity (Units)	Unit Price (USD)	HS CODE	Year 1 (2019)	Year 2 (2020)	Year 3 (2021)	Year 4 (2022)	Year 5 (2023)	Year 6 (2024)	Year 7 (2025)	Year 8 (2026)	Year 9 (2027)	Year 10 (2028)
I	**REEFER BOX (4250x1900x2040mm)**	China	SETS	4,923	**8418692090**	20	30	40	40	40	50	50	50	60	60
1	CKD Refrigerated Box	China	PCS			20	30	40	40	40	50	50	50	60	60
2	Floor Panel	China	PCS			20	30	40	40	40	50	50	50	60	60
3	Front panel	China	PCS			20	30	40	40	40	50	50	50	60	60
4	Roof panel	China	PCS			20	30	40	40	40	50	50	50	60	60
5	L&R Floor Profile	China	PCS			20	30	40	40	40	50	50	50	60	60
6	Front Floor Profile	China	PCS			20	30	40	40	40	50	50	50	60	60
7	L&R Roof Profile	China	PCS			20	30	40	40	40	50	50	50	60	60
8	Front Roof Profile	China	PCS			20	30	40	40	40	50	50	50	60	60
9	L&R Column Profile	China	PCS			20	30	40	40	40	50	50	50	60	60
10	FRP Corner	China	PCS			40	60	80	80	80	100	100	100	120	120
11	Rear Rain-proof Strip	China	PCS			20	30	40	40	40	50	50	50	60	60
12	Strip compensation piece	China	PCS			40	60	80	80	80	100	100	100	120	120
13	PUF	China	PCS			100	150	200	200	200	250	250	250	300	300
14	Steel plate	China	PCS			40	60	80	80	80	100	100	100	120	120
15	Steel Plate	China	PCS			120	180	240	240	240	300	300	300	360	360
16	Door Hock	China	PCS			40	60	80	80	80	100	100	100	120	120
17	Hock Plate	China	PCS			40	60	80	80	80	100	100	100	120	120
18	Bumper	China	PCS			40	60	80	80	80	100	100	100	120	120
19	Bumper	China	PCS			40	60	80	80	80	100	100	100	120	120
20	pur140 adhesive	China	PCS			280	420	560	560	560	700	700	700	840	840
21	Pop225 adhesive	China	PCS			20	30	40	40	40	50	50	50	60	60
22	Sewage valve	China	PCS			40	60	80	80	80	100	100	100	120	120
23	rivet	China	PCS			1500	2250	3000	3000	3000	3750	3750	3750	4500	4500
24	Roof led lamp	China	PCS			20	30	40	40	40	50	50	50	60	60
25	Green Led Lamp	China	PCS			80	120	160	160	160	200	200	200	240	240
26	Red Led Lamp	China	PCS			40	60	80	80	80	100	100	100	120	120
27	Orange Led Lamp	China	PCS			40	60	80	80	80	100	100	100	120	120
28	Red copper wire	China	m			360	540	720	720	720	900	900	900	1080	1080
29	Black copper wire	China	m			360	540	720	720	720	900	900	900	1080	1080
30	switch	China	PCS			20	30	40	40	40	50	50	50	60	60
II	**DRY BOX (4250x1900x2010mm)**	China	SETS	7,789	**87079090**	80	90	100	120	140	150	170	180	180	190

SUMMIT SPA MOTORS LIMITED

Raw Material List (Imported)

No	Equipment	Origin of Country	Quantity (Units)	Unit Price (USD)	HS CODE	Year 1 (2019)	Year 2 (2020)	Year 3 (2021)	Year 4 (2022)	Year 5 (2023)	Year 6 (2024)	Year 7 (2025)	Year 8 (2026)	Year 9 (2027)	Year 10 (2028)
1	Floor+sub-frame	China	PCS			80	90	100	120	140	150	170	180	180	190
2	Roof	China	PCS			80	90	100	120	140	150	170	180	180	190
3	Front Panel	China	PCS			80	90	100	120	140	150	170	180	180	190
4	side Panel	China	PCS			80	90	100	120	140	150	170	180	180	190
5	side Panel	China	PCS			80	90	100	120	140	150	170	180	180	190
6	Rear Door Frame	China	PCS			80	90	100	120	140	150	170	180	180	190
7	Rear frame top corners	China	PCS			160	180	200	240	280	300	340	360	360	380
8	Rear Rain-froof Strip	China	PCS			80	90	100	120	140	150	170	180	180	190
9	Side Rain-froof Strip	China	PCS			80	90	100	120	140	150	170	180	180	190
10	Door holder	China	PCS			240	270	300	360	420	450	510	540	540	570
11	sus sheet	China	PCS			240	270	300	360	420	450	510	540	540	570
12	Left &Right Floor Profile	China	PCS			160	180	200	240	280	300	340	360	360	380
13	Front Floor Profile	China	PCS			80	90	100	120	140	150	170	180	180	190
14	Left &Right Roof Profile	China	PCS			160	180	200	240	280	300	340	360	360	380
15	Front Roof Profile	China	PCS			80	90	100	120	140	150	170	180	180	190
16	Left &Right Column Profile	China	PCS			160	180	200	240	280	300	340	360	360	380
17	ALU corner protector	China	PCS			160	180	200	240	280	300	340	360	360	380
18	rivet	China	PCS			6400	7200	8000	9600	11200	12000	13600	14400	14400	15200
19	rivet	China	PCS			4000	4500	5000	6000	7000	7500	8500	9000	9000	9500
20	Cushion belt	China	m			720	810	900	1080	1260	1350	1530	1620	1620	1710
21	PUR140 glue	China	PCS			2000	2250	2500	3000	3500	3750	4250	4500	4500	4750
22	POP225 glue	China	PCS			80	90	100	120	140	150	170	180	180	190
23	Clearance lamp	China	PCS			320	360	400	480	560	600	680	720	720	760
24	Switch	China	PCS			80	90	100	120	140	150	170	180	180	190
25	LED lights	China	PCS			160	180	200	240	280	300	340	360	360	380
26	Wire	China	m			2320	2610	2900	3480	4060	4350	4930	5220	5220	5510
III	**HILUX DRY BOX (2550x1800x1700mm)**	China	SETS	3,130	**87079090**	2	4	6	8	10	12	14	16	18	20

SUMMIT SPA MOTORS LIMITED

RAW MATERIAL LIST (ATTACHED)

No	Equipment	Origin of Country	Quantity (Units)	Year 1 (2019)
1	Pneumatic gun	China	2 PCS	2
2	POP 225 glue	China	2 PCS	2
3	Pur 140 glue	China	4 PCS	4
4	Plastic rubber head	China	4 PCS	4
5	Knife	China	1 PCS	1
6	White clothes	China	2 PCS	2
7	Soft paper	China	1 PCS	1
8	Alcohol	China	3 KG	3
9	water proof lantern rivet	China	4 PCS	4
10	Gimlet	China	1 PCS	1
11	Drill	China	1 PCS	1
12	Impeller	China	1 PCS	1
13	sand paper	China	4 PCS	4
14	Tape Ruler	China	1 PCS	1
15	Right angle ruler	China	1 PCS	1
16	Pencil	China	1 PCS	1
17	Set the angles	China	2 PCS	2
18	Jigs	China	4 PCS	4
19	Jack	China	4 PCS	4
20	Plywood	China	4 PCS	4
21	Iron bench	China	4 PCS	4

SUMMIT SPA MOTORS LIMITED

List of Vehicle (TO BE IMPORTED)

Sr	Particular	Brand	Model	Country of Origin	Unit Price (USD)	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
1	WU600L-HKMMJ3	Hino	300 Series	Japan	$18,200	8	20	20	25	30	40	40	40	40	45
2	XZU650L-HKMML3	Hino	300 Series	Japan	$18,200	52	20	25	30	30	35	35	35	40	40
3	WU342L-HKMTJD3	Hino	300 Series	Japan	$18,200	20	20	25	30	30	35	35	40	40	40
4	WU342L-HKMRHD3	Hino	300 Series	Japan	$18,200	10	20	25	25	30	30	35	40	40	40
5	WU-302L-HKLHD3	Hino	300 Series	Japan	$18,200	10	20	25	25	30	30	35	35	40	40
6	WU710L-HKMMJ3	Hino	300 Series	Japan	$18,600	0	20	20	25	30	30	40	40	40	45
Total Unit						100	120	140	160	180	200	220	230	240	250
Total USD						$1,820,000	$2,192,000	$2,556,000	$2,922,000	$3,288,000	$3,652,000	$4,020,000	$4,202,000	$4,384,000	$4,568,000

*****We, Summite SPA Motors Limited, acknowledged that we will not be granted any exemption or relief from Custom Duty, licensing requirements, commercial tax and other internal taxes on the importation of HINO Vehicles.*****

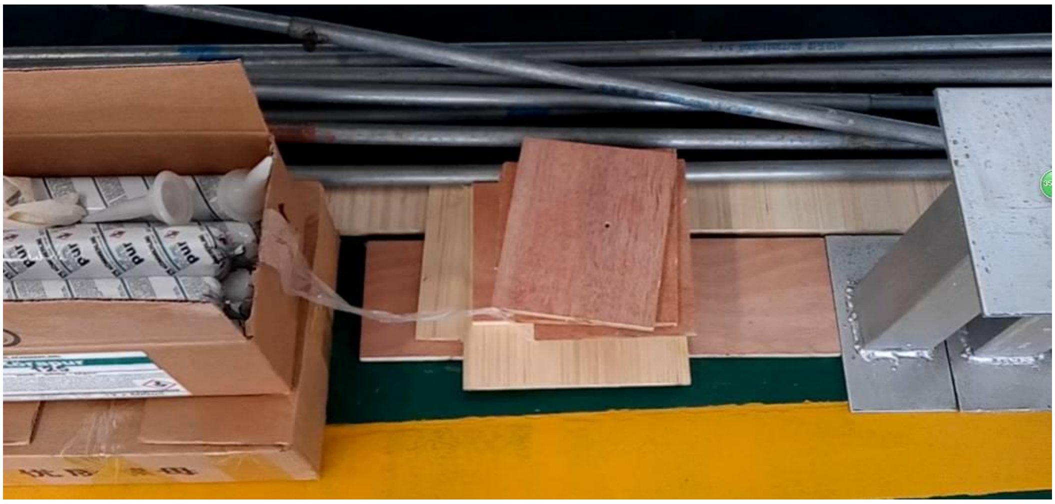
Assembly Method

Preparation

1.1 Tools

Prepare the material and tools according to attached list 1.





1.2 Panels

Prepare flooring, roof panels, front panels, side panels and rear doors as the dimension.And the edge must be polished and cleaned.

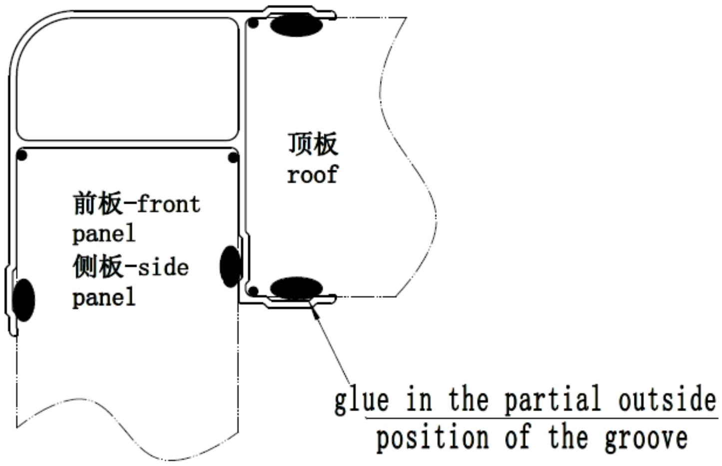
The polished dimension of panels								
	up		down		left		right	
	inner	outer	inner	outer	inner	outer	inner	outer
FRONT	55	65	88	50	33	65	33	65
	up		down		up		down	
	inner	outer	inner	outer	inner	outer	inner	outer
SIDE	55	65	70	70	88	50	88	50
	front		rear		left		right	
	inner	outer	inner	outer	inner	outer	inner	outer
ROOF	33	33	70	70	30	30	30	30
flooring		28		70		28		28

Checking the panels whether be polished and cleaned according to the table.

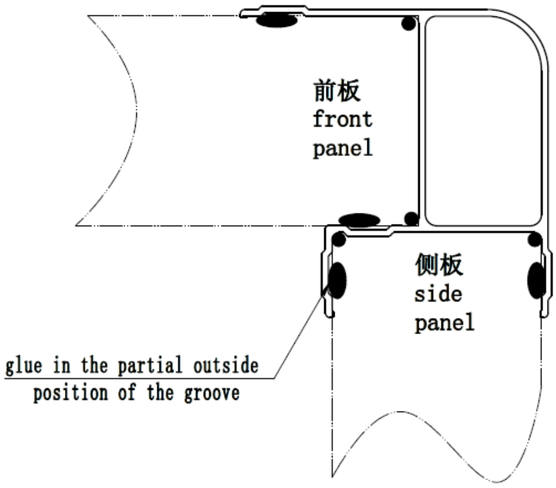
Operation

1. Gumming standard

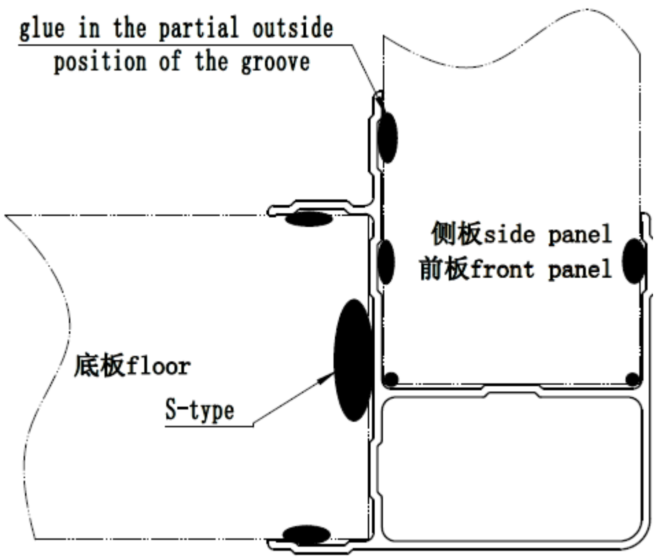
1.1 Body trim profile



1.2 Body column profile



1.3 Body floor profile



2. Flooring

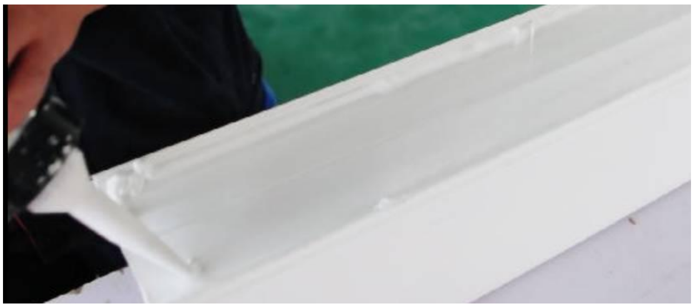
2.1 Install left & right floor profile.

2.1.1The flooring be put on bench.The same thickness plywood be put between flooring and bench.



2.1.2Glue on left & right column profile. Glue linear type on narrow part and glue “S” type on wide part.

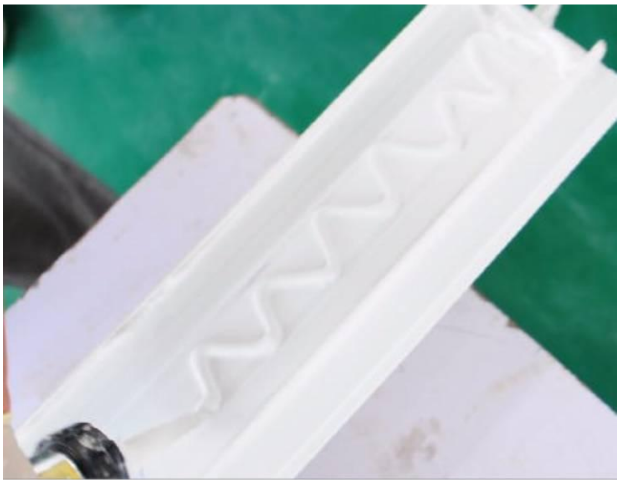




glue linear type on side of the profile.



Edge banding



glue “S” type on bottom of the profile

2.1.3 Install the floor profile on flooring.



Left & right floor profile be buckled with flooring.



The front edge of floor profile align with the front edge of floor.

2.1.4 Glue on XPS then put it on the both end of floor profile.

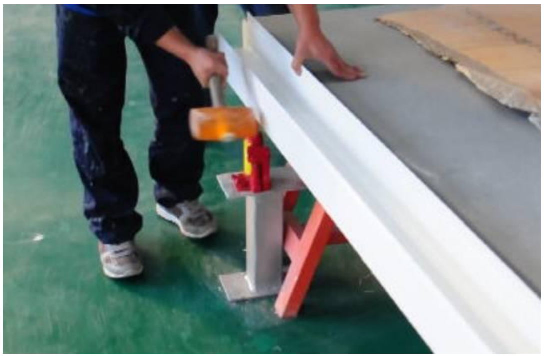


Glue on XPS



Put it on the both end of floor profile.

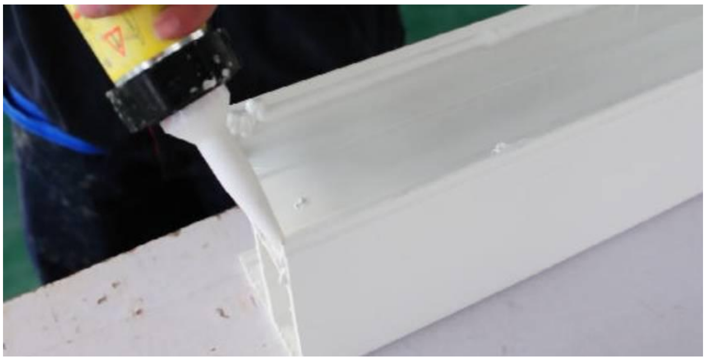
2.1.5 Knock the profile for combining tightly.



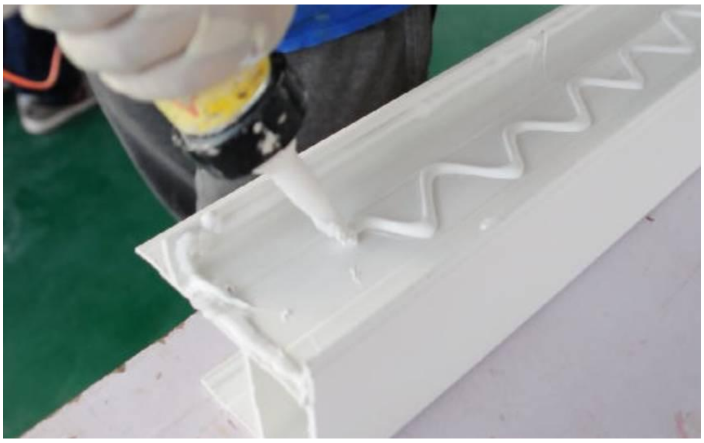
2.2 Install another floor profile with the same method.

2.3 Install the front floor profile.

2.3.1Glue linear type on the two sides and be edge banding.

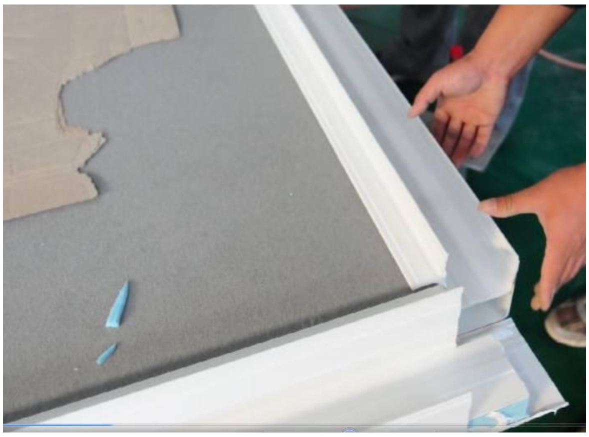


glue linear type on side of the profile.

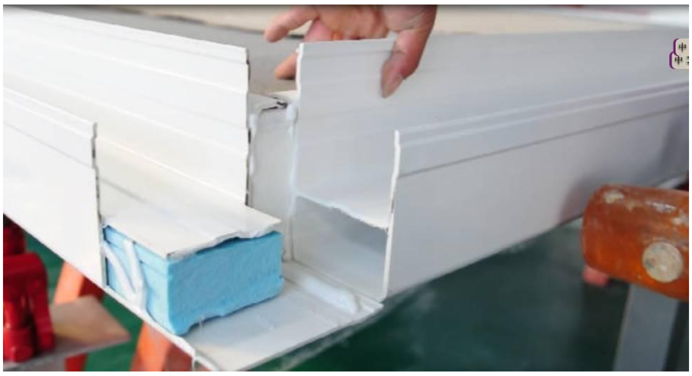


glue “S” type on bottom of the profile

2.3.2 Install the front floor profile on the flooring panel.



2.3.4Knock the front flooring profile for combining tightly.

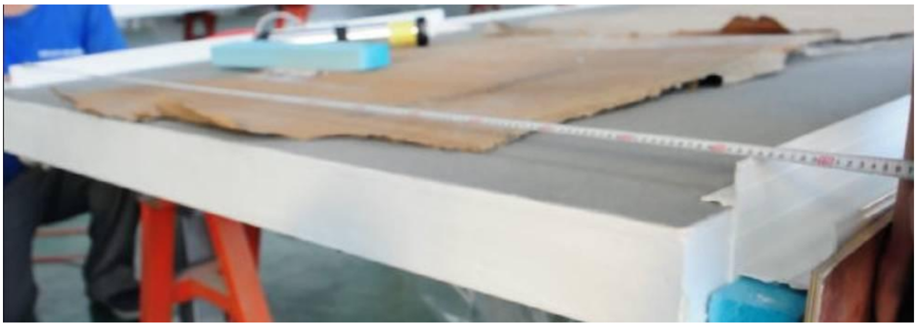
- 

2.4 Measurement and adjustment

2.4.1 The distance between left and right flooring profile.

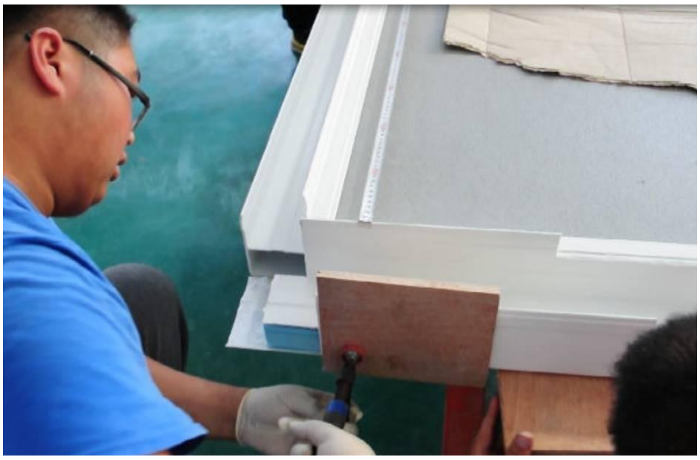


The internal edge distance between the front end of left and right flooring profile.

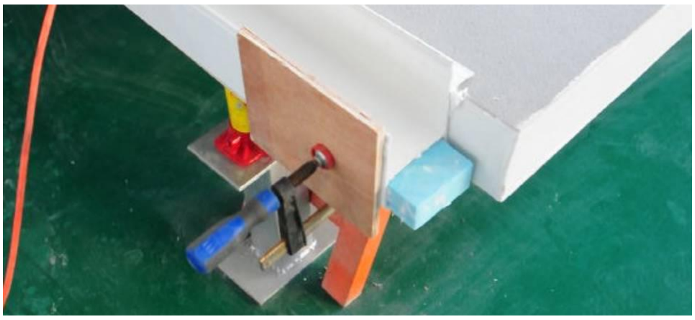


The internal edge distance between the back end of left and right flooring profile.

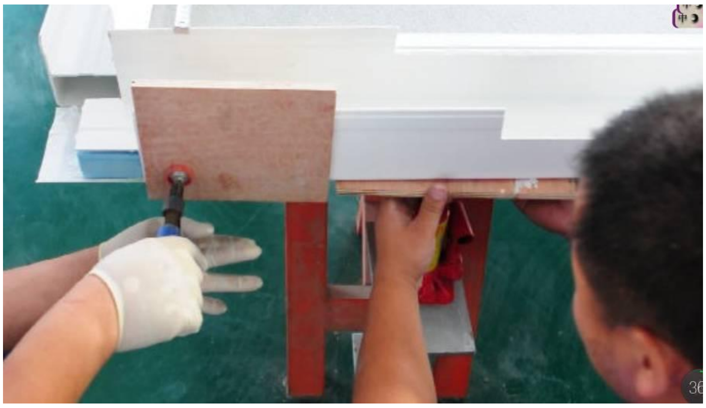
2.4.2 Adjust the distance between the floor profile



Front



Rear

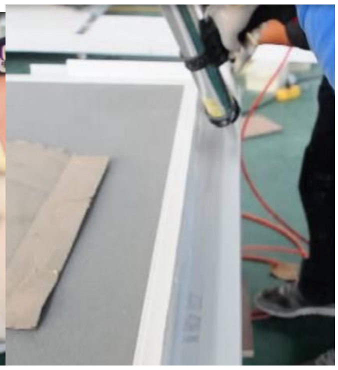


After adjustment, support the profile with jack.

3. Front wall

3.1Front floor profile

Glue on the front floor profile as the photos below.




3.2Install the front panel.

3.2.1 Place the front panel



the setting position should be aligned



The panels be put into the front floor profile exactly.

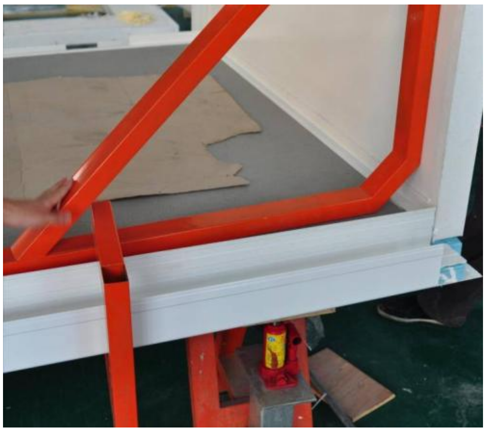
3.2.2 Posit the front panel exactly.



posit the jig



The front panel and flooring form an angle of 90 degree.



Tight them with jig.

3.3 Install column profile

3.3.1 Glue as the standard of flooring.



Glue linear type on the side glue bank.

3.3.2 Install the column profile.



Check the top and end of the column.



The gap between left&right column profile and front trim be controlled correctly.

4. Left&Right side panels.

4.1 Glue on left column and left floor profile.



Glue on the column profile.







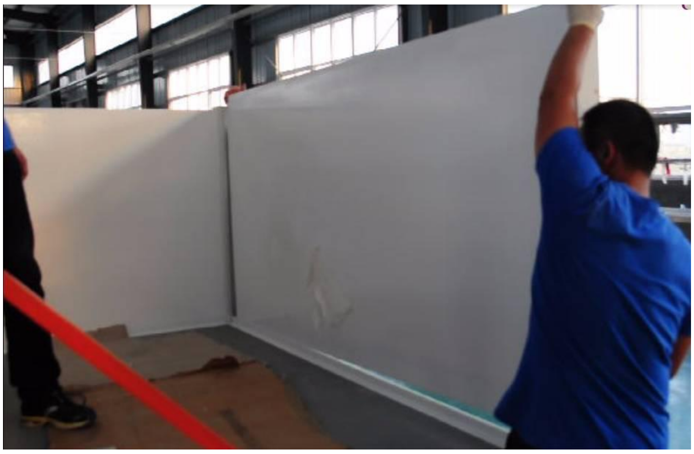
Glue on the floor profile.



The floor profile with a side door

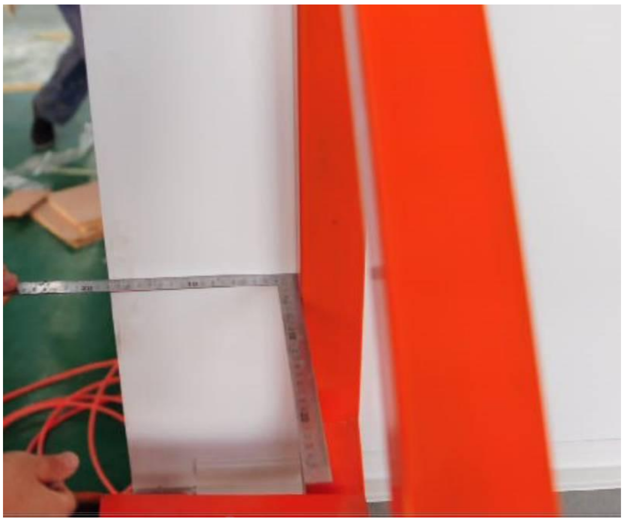
4.2 Install the panels

4.2.1 Install the panels



Installation before alighting the setting position.

4.2.2 Position



Checking the left side panel and flooring form an angle of 90 degree.

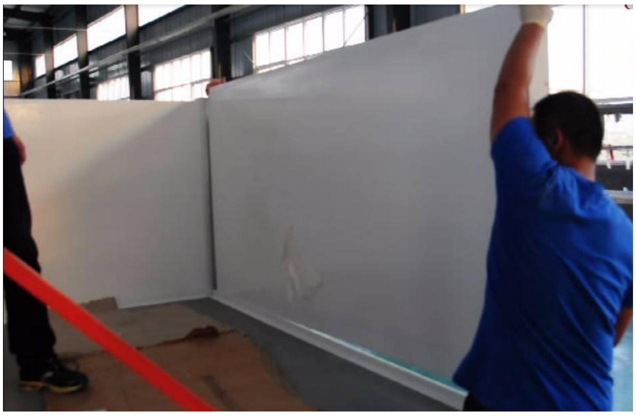


Fix with a jig.

4.3Measurement and adjustment

Measure the data from the top of side panel to the bottom of flooring four times, whether the four data are the same. If not the same, the flooring is uneven or the side panel didn't install correctly.

4.4 Install another side panel as previous method.



4.5 Adjust the distance between two side panels



Fix the two side panels, adjust the distance between two side panels

5. Roof panel

5.1 Install front body trim

5.1.1



Put front body trim in a correct position.



Installation

5.1.2 Measurement



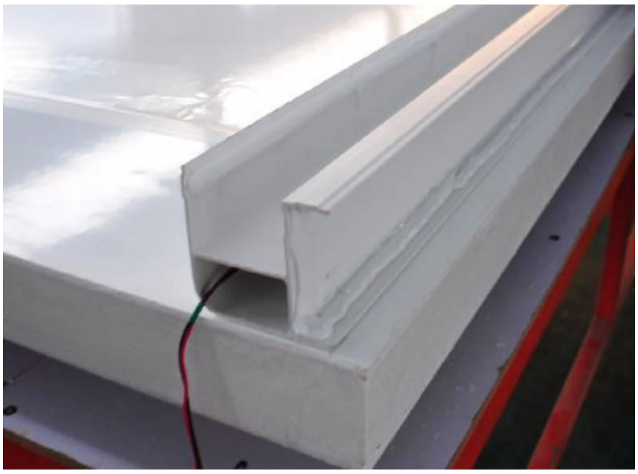
the distance between left&right side panel



Adjust the distance according to the distance between column profile and front panel, the distance between front body trim and left&right column.

5.2 Roof panel

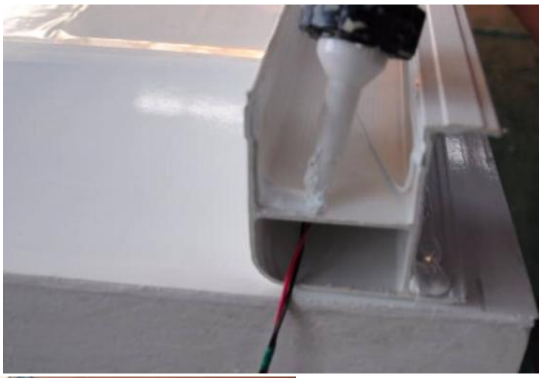
5.2.1Inspection

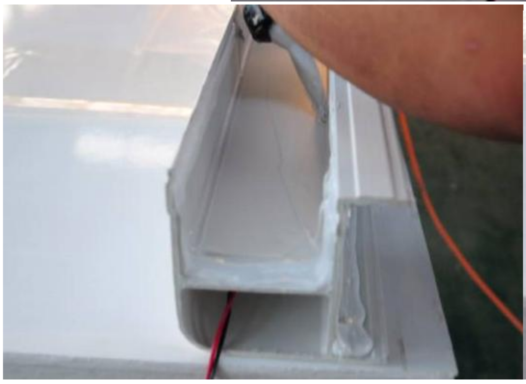
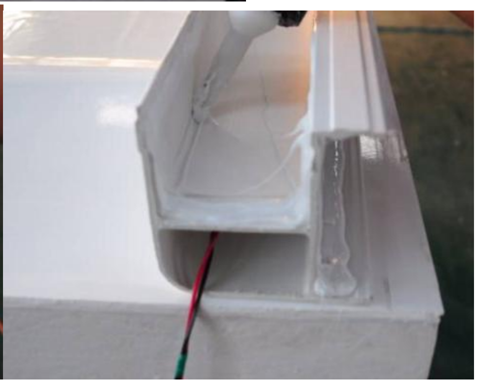


The front and rear of Left&right body trim and wire.

5.2.2 Glue

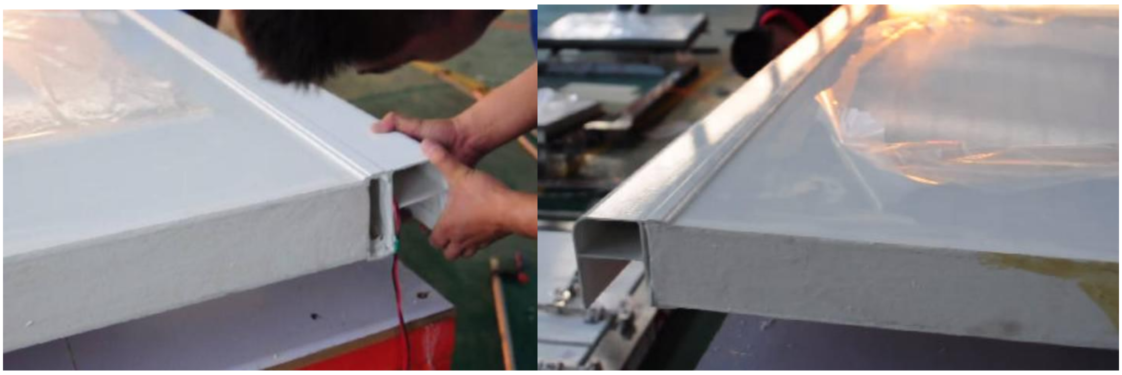
• 





Glue on Left&Right body trim

5.2.3 Installation



Install Left&Right body trim into roof panel.

5.2.4 Place roof panel

Alight the setting position,then fall down the panel.

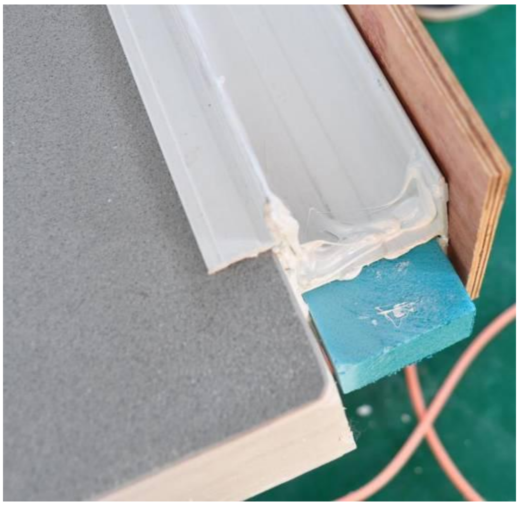


Adjust the position of roof panel as the distance between Left&Right body trim and column profile.



6. Rear door hardware

6.1 Inspection



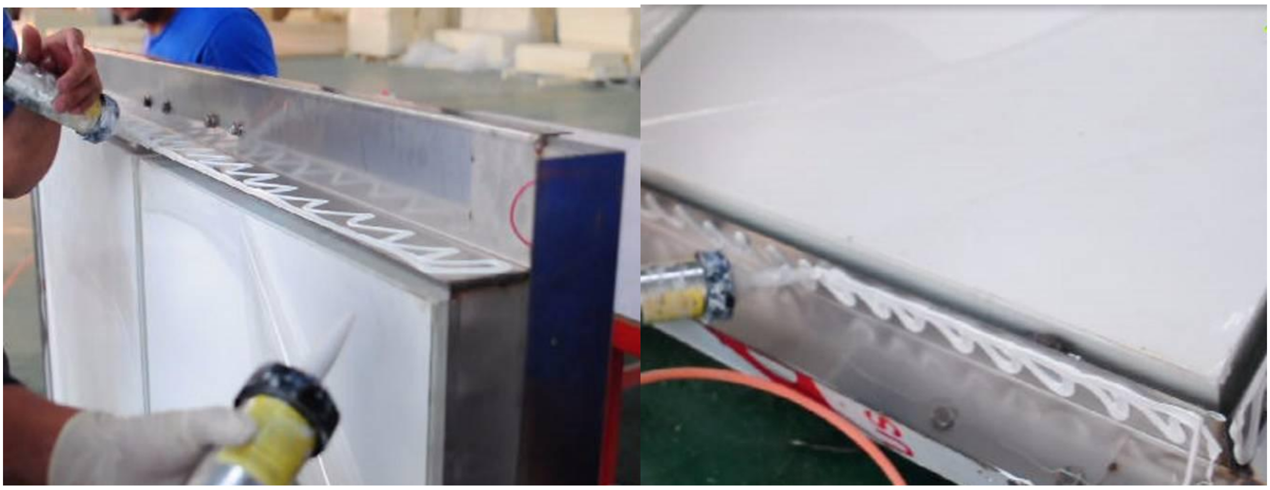
XPS be filled into the bottom of Left&Right floor profile.

6.2Glue

Polish with sand paper and clean with HG81 on the glue surface of door frame before gumming.



Glue on the inside edge of Left&right column rail.



Glue on the bottom of top rail and the two sides of under rail.

6.3 Installation

6.3.1Install the rear door into the body,then adjust the position with rubber hammer.




6.3.2 Measurement and Adjustment

Measure the length,width and height of the whole body. If the dimension is different from the required dimension, please adjust the dimension with jig. if there is not jig, use tension rope instead of it.







6.3.3 Connection

After adjustment, please connect the rear door frame and panels with rivets.



Punching.



Glue on rivets



Nail the rivets

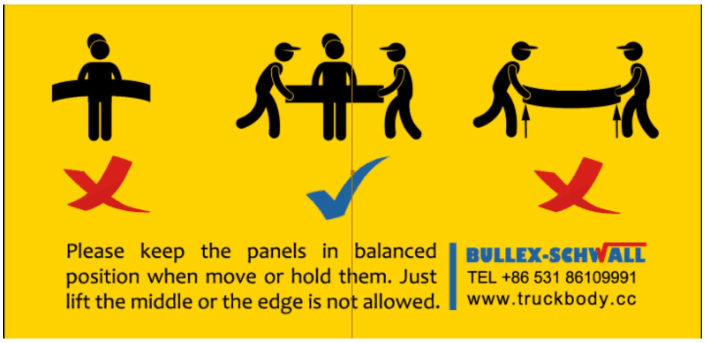
7. Edge banding

7.1 Clean the superfluous glue on the profile.

7.2 Seal the edge with 225 glue.

Attention

1.Move the panels as the correct icon below.



2.When glue on the profile, wipe more linear type glue on narrow glue box,; wipe ‘S’ type glue on the width glue box.

3.Use more glue for edge banding.

4.Use 140 glue for profile installation.

5.Use 225 glue for Edge banding.

6. Glue on the rivets,bolts and screws to connect,

7. The connection part of the panels and profile should be polished, then cleaned with non-woven fabrics,then be cleaned with alcohol.

Attached list 1

Catalog	Name	Quantity	Unit	Purpose
Glue	pneumatic gun	2	pcs	Wipe glue
	pop225	1~2	pcs	Edge banding
	pur140	some	pcs	Box assembly
	plastic rubber head	4	pcs	
	knife	1	pcs	Clean superfluous glue
Clean	White cloth	2	pcs	Soak HG81/83 And alcohol
	Soft paper	1	pcs	Clean wipe
	HG81 或 HG83	some		
	Alcohol	1~3	kg	Clean the profile
Punching	Φ4.8 waterproof Lantern rivet	some	pcs	Fix floor profile and door frame
	Gimlet	1	pcs	punching
	DrillΦ5	1	pcs	punching
Polish	Impeller	1	pcs	Polish the inside of the door frame
	400mesh sand paper	4	pcs	Polish the profile
Position and measurement	Tape ruler	1	pcs	Measure the dimension
	Right angle ruler	1	pcs	Measure the right ruler
	Pencil	1	pcs	Marking
	Set the angle	2	pcs	Fix the front and side panels
	Jigs	some	pcs	Fix panels
	Jack	some	pcs	Fix the Floor profile
	Plywood 200*200*4	some	pcs	Fix the Floor profile
	Iron bench	2~4	pcs	Place the flooring.

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V The Factory





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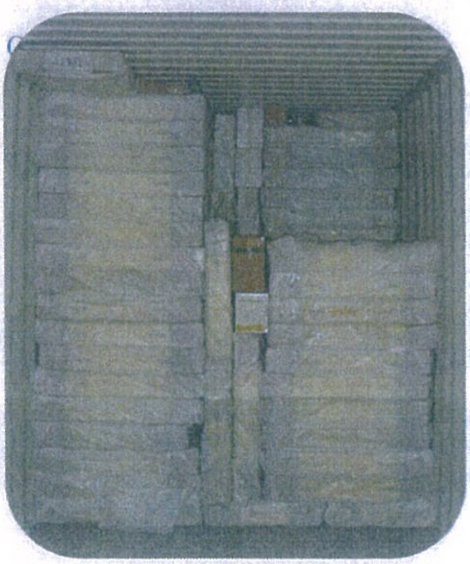
Welcome to BULLEX-SCHWALL

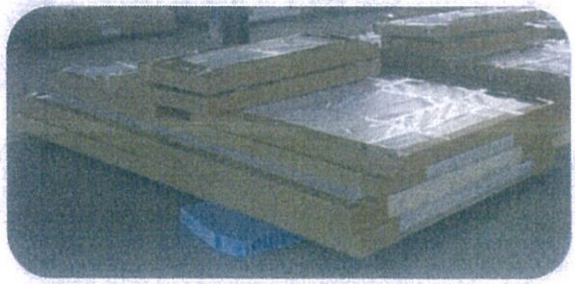
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III Products-CKD

FRP assembly technology makes CKD possible.

A CKD truck body only takes 1/6 room of a whole





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I About BULLEX-SCHWALL?

As a Sino-Germany corporation, BULLEX-SCHWALL is professional at designing and manufacturing refrigerated truck bodies and dry cargo van bodies. Unique advantages of BULLEX-SCHWALL:

-Germany engineering

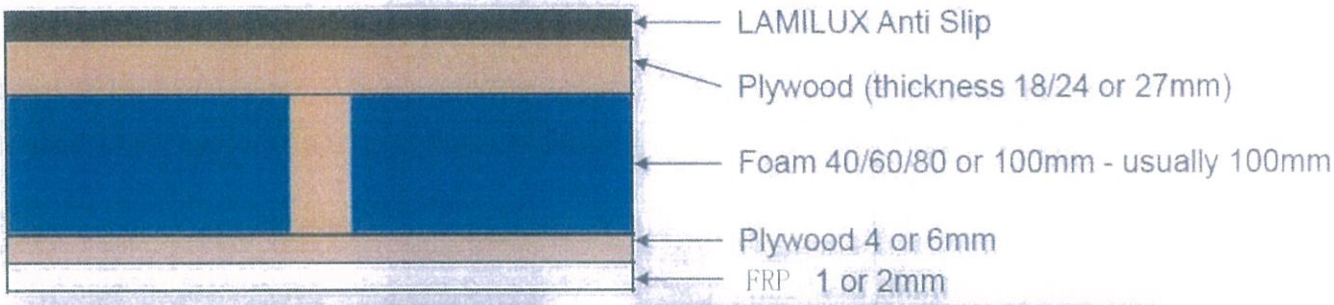
-Germany material, LAMILUX FRP + KOMMERLING Glue + PUREN PU

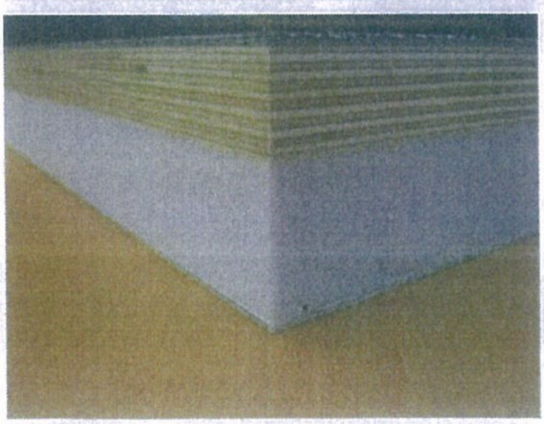
-Easy to assembly, only 1.5 man-hours

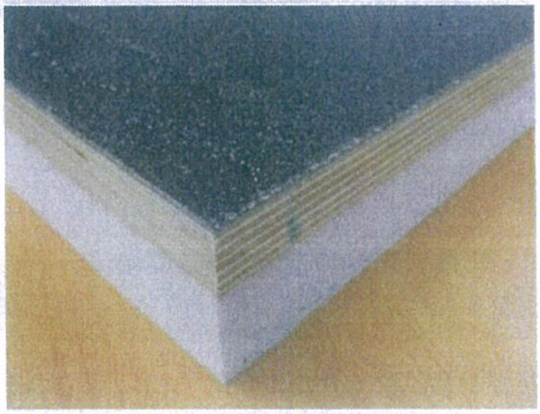
-Gaining the TUV and ATP certificate

-Supplying all range van box up to 18M

III Products-Anti slip-PES for floor







II Why LAMILUX

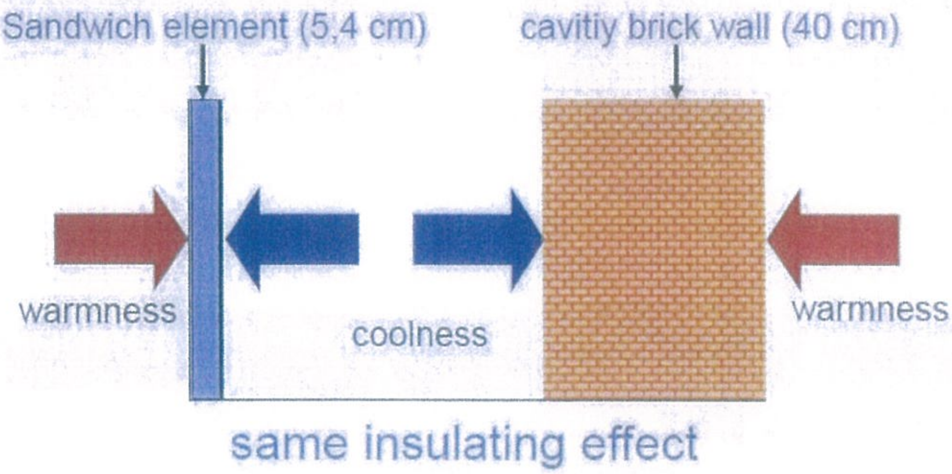
Advantage of LAMILUX FRP	Benefit
• Computer manufacturing process VS hand layup	➢ High impact resistance
• Fiber reinforce plastic VS metal panel	➢ Better heat insulation
• Constant gloss level	➢ Good surface aspect
• Very consistent gelcoat-thicknesses	➢ No cracks
• FRP-sheets lie flat	➢ No curl
• long-lasting UV-protection and Less translucency for sunlight	➢ No color variation
• Anti slip-PES floor	➢ Abrasion resistance
• TUV &ATP certificate	➢ High quality and Food safety

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III Products-Sandwich Element

Isolation advantage of the sandwich element:

A sandwich element, consisting of 2 mms of GRP surface layers and 5 cm Polyurethan foam (Density: 30 kg/ms³, 0.025 W/mK) has the same isolating effect as a modern cavity brick wall (Density: 800 kg/ms³, 0.20 W/mK) with a thickness of 40cm!



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III Products

Refrigerated Truck





Contents

Executive Summary

After entering the Myanmar Commercial Vehicle Market in 2014 with Hino 3S Distributorship in Myanmar and analysing the market, Summit SPA has realized the potential of box production in Myanmar. As the country's economy is gradually developing and new investment laws that permit the 100% foreign owned retail and wholesale business practices are going to trigger the demand for the commercial vehicle especially for vehicles with dry and refrigerated boxes. Summit Spa has been ordering the built-up boxes from overseas and incorporating them with its CBU units. However, based on the survey, as the demand is expected to grow exponentially, Summit SPA is planning to manufacture both types of boxes locally. By producing these locally, businesses can buy international standard commercial box trucks at lower cost. And most importantly, as Summit SPA goal is to move Myanmar forward and support the community, Summit SPA wants to transfer the knowledge and create skilled labour force through various training programs in commercial box production and assembly. Summit SPA plans to focus Hino 300 series for its commercial box truck production. This business plan here is explained and analysed for the financial year 2018-2028, only focused on Hino Series Dry and Refrigerated box production and is separated from the currently operating Hino Distributorship in Yangon and Myanmar. All figures and dates contained herein are to be understood as project only. Therefore, all data is preliminary and subject of final approval by the parties concerned.

I. Business Overview

Products and Services

The brand awareness of Hino in Myanmar is high compared to other newly entered brands. The quality of Hino products that are manufactured to meet the conditions of Myanmar is one of the reasons Hino can be accepted in the market here than other brands. The Summit SPA employs skilled technicians and mechanics for its service outlets and spare parts inventory is well-organized and properly stocked.

The 300 Series Hino truck are perfect for both short and long-haul logistics solutions and for combining with dry and/or refrigerated boxes. The variant of the 300 series models are shown in the attached business case study.

Market Analysis

Truck market is dominated by right hand drive used truck from Japan mainly of 10 years old. Ban or younger year model limitation on used truck import by the local authority is expected to favour brand new products.

Brand new but cheap Chinese products also flowing into the market. Certain low-quality brand from China are being rejected by certain end-users who experienced inferior quality. Certain better-quality brand from China may capture more market share.

Although the use of refrigerated boxes is steadily increasing, the dry box trucks are more favoured in the market. Merchants across the country are still reluctant to use brand new Japanese commercial trucks but the demand for transporting goods in secured boxes is expected to grow over the next 3 financial years.

Target Customers & Customer Segmentation

Target truck customer is Business to Business (not mass consumers).

Brand new Hino truck is not yet attractive for general local transporters due to its price and long lead time before delivery. Local demand requires very short delivery time (stock sales).
In April 2017, in order to shorten lead time before delivery to customer, an agreement between the company and Hino headquarter to allow stock sales has been signed.
The company is now entitled to place orders without prior retail contract but what model of what volume to have stock is the question.

To handle Hino`s brand new product, need to be selective on target customers in the beginning and gradually expand the target segmentation to wider range along with the growth of Myanmar economy.

Competitive Landscape

	Hino product line-up	Competitors						
		Brand new				Second hand		
		European	Japan	China	Korea	Japan	European	China, Korea
LCV	300 series (+ from Indonesia)	-	Fuso, UD Isuzu (+ from China)	Foton, SKAT etc	Hyundai, Kia	Fuso, Isuzu, Toyota	-	-

Imported used truck from Japan remains the main player due to well accepted balance between quality and price.
Brand name of Hino is well-known due to its historical existence until 1988. Now, Hino can provide brand new commercial box trucks that are locally assembled and offered at the reduced cost. By producing the box locally, Hino can increase the market share and be competitive in the used market.

Regulatory Landscape

a. Automotive Sector – Commercial Truck

b. Showroom License – We obtain Showroom in 2016 Oct.

c. Production License – Applying MIC Permit

II. Business Vision and Goals

Mission Statement

"We contribute to the success of Hino customers, through "Total Support" activities, which leads to the development of Myanmar society."

Our vision, our promise, our value also explains our action.

Short-term Goals (1-3 Years, 2019-2021)

Below items to enforce the Company`s working environment to be set up.
1) Obtain Box Production License
2) Obtain bank loan facilities
3) Acquire proper and efficient workforce (all production and administration, both middle management and functionary)
4) Better product line-up (truck chassis and superstructure)
Act proactively to grasp the market and convince Hino to let us and to support us expand the business.
Hino to provide Distributorship to Hino project in Myanmar.

Medium Term Goals (4-6 Years, 2022-2024)

Build up firm and consistent customer base and gradually expand the range of target segment customers.
Improved product line-up further supports to establish sales strategy to aim for increased market share target.
Gradually spread wide sales and service network.
Company staff members are trained to control and manage newly appointed dealers.

Long Term Goals (7+ Years, 2024 onwards)

By way of building up customer base, adding product line-up, expanding service network and imprinting the mind-set of "HINO Total Support" to the whole network, will secure certain market share and secure firm customer base for further growth.

III. Risks & Opportunities

Opportunities

More market share in light commercial truck market through Dry and Refrigerated box trucks.
If the timing of supply and demand matches along with the growth of economy, certain market share can be secured.

Expand the commercial truck market sector through box truck customers.

Risks

Business Environment: Delay in obtaining Production License will make first comer`s advantage negligible.
Business Scheme: Selecting stock model with superstructure require accurate demand forecast with wider relation with various customers.

IV. Operations Plan

Current State Assessment

Still a new entity with staff yet to be trained. All the 3S members and Admin need to improve efficiency and operate with clear strategy. Management need to set clear and simple business strategy and tactics. Production teams must be employed and trained to be a skilled labour force.

Execution Plan

Sales: Actively visiting existing and newly setup (big and FDI) companies to get first-hand information of their logistic needs and provide solution for product supply and support.

After Sales: Provide DX free inspection in truck terminals etc., retain existing customers and approach to prospect customers, conducting pro-active promotion activities which leads to sales of brand new Hino products.

Marketing Strategy

For the moment, once pin-point customer target is set, will attack by direct contact by SSM staff.
Mass marketing can be introduced only later (long term goals).

Co-work and coordination with Yoma Fleet (Operating Lease) and Yoma Bank (Hire purchase) are also the key to sales and service achievement. Daily discussion and contacts with Yoma Fleet and Yoma Bank are in place.

V. The Team

Human Resources

We are still lacking in capable middle management. Lean operation is required with more qualified local operational manpower is required. Apart from the current Yangon and Mandalay 3S Showrooms employees, the additional minimum 34 employees are necessary in the first financial year for the operation to be successful. As the demand and supply grows, SSM plans to employ more every financial year. The projection of the 10-year human resources plan be found in the attached business case study.

Talent Development and Succession Planning

SSM wants to give back to the community through training and development. Creating a skilled labor force is one of the primary missions of SSM. For the production project, a number of expatriates will train the workforce in several different areas for both the project succession and continuous professional development.

VI. Other Resources

Funding

SSM Refrigerated and Dry Box Truck production will be funded by both Yoma Nominee Ltd, Elite Matrix Ltd, and Sumitomo Corporation. Initial share capital will be USD 1.1 million and will maintain the capital amount for the next 3 financial years. Based on demand and supply, necessary adjustment to the shared capital shall be made at a later date.

Office / Plant / Equipment

For the production facility, SSM plans to commit to a long-term lease. The production facility is planned to meet the international standards that can delivery the quality products to SSM's Myanmar customers. Both environmental and workplace safety are priorities for SSM, and thus, SSM not only plan to follows its own SOPs but also the rules and regulations required by the Myanmar government.

Business Ecosystem

- Simplify business scheme
- Firm-up supply channel and product line-up
- Diversify and expand business network

VII. Financial Analysis

10-year Business Plan projection is attached.

Packing list

--Reefer box

No.	CKD/CBU	Name	size			Qty	Unit	production No.
1	CKD	CKD Refrigerated Box	L=2450	W=1750	H=1780	1	sets	17090201
2		Floor Panel	L=2358	W=1572	B=83.5	1	pcs	17090201
3		Front panel	H=1570	W=1682	B=83.5	1	pcs	17090201
4		Roof panel	L=2358	W=1570	B=105.0	1	pcs	17090201
5		L&R Floor Profile	XC10785Q0		L=2414	1	pcs	17090201
6		Front Floor Profile	XC10785Q0		L=1505	1	pcs	17090201
7		L&R Roof Profile	XC10785B0		L=2322	1	pcs	17090201
8		Front Roof Profile	XC10785B0		L=1505	1	pcs	17090201
9		L&R Column Profile	XC8585L0		L=1750	1	pcs	17090201
10		FRP Corner	XC12827J0			2	pcs	17090201
11		Rear Rain-proof Strip	L=1703			1	pcs	17090201
12		Strip compensation piece	55	45	45	2	pcs	17090201
13		PUF	1572	50	42	5	pcs	17090201
14		Steel plate	1572	50	8	2	pcs	17090201
15		Steel Plate	400	50	8	6	pcs	17090201
16		Door Hock				2	pcs	17090201
17		Hock Plate	120	120		2	pcs	17090201
18		Bumper	N130500			2	pcs	17090201
19		Bumper	032215AR			2	pcs	17090201
20		pur140 adhesive				14	pcs	17090201
21		Pop225 adhesive				1	pcs	17090201
22		Sewage valve				2	pcs	17090201
23		rivet	Φ4.8*25			75	pcs	17090201
24		Roof led lamp				1	pcs	17090201
25		Green Led Lamp				4	pcs	17090201
26		Red Led Lamp				2	pcs	17090201
27		Orange Led Lamp				2	pcs	17090201
28		Red copper wire	ZR-BVR 1.0			18	m	17090201
29		Black copper wire	ZR-BVR 1.0			18	m	17090201
30		switch				1	pcs	17090201

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Packing list

--Dry box

Size	description	size L	W	H	Quantity	Note
Dry cargo truck body paanel /4500*23000*2200	Floor+sub-frame	4405	2285	170	1	
	Roof	4376	2217	30	1	
	Front Panel	2217	2024	30	1	
	side Panel	4376	2024	30	1	with side door
	side Panel	4376	2024	30	1	
	Rear Door Frame	2293	2139	70	1	
	Rear frame top corners	80			2	
	Rear Rain-froof Strip	2238			1	
	Side Rain-froof Strip	860			1	
	Door holder				3	4010+4011
	sus sheet	120	120	1.5	3	
	Left &Right Floor Profile	4335			2	XC3150Q0
	Front Floor Profile	2225			1	XC3150Q0
	Left &Right Roof Profile	4335			2	XC3131B0
	Front Roof Profile	2225			1	XC3131B0
	Left &Right Column Profile	2130			2	XC3131B0
	ALU corner protector				2	XC9494J0
	rivet				80	5*23
	rivet				50	φ 6.4*20
	Cushion belt				9 m	
	PUR140 glue				25	
	POP225 glue				1	
	Clearance lamp				4	red:2 white:2
	Switch				1	external
	LED lights				2	external
	Wire				29m	ZR-BVR 1.0
	Wire				29m	ZR-BVR 1.0



TRUCK BOX PROPOSAL
YOMA FLEET&BULLEX SCHWALL

April 9, 2018

Tel: +86-531-86109991
Fax: +86-531-86101306
Email:cherry@truckbody.co

CONTENT

CHAPTER 1. COMPANY PROFILE

Shandong Bullex Schwall Composite Material Technology Co., Ltd., a member company of BULLEX Group of Companies, as a time-honored enterprise, specially involves in truck bodies,truck and buildings.

As a Sino-German joint venture, Shandong Bullex-Schwall Composite Material Technology Co.,Ltd undertakes integrated operation of Trade Industry and Research. Regarded as the model of municipal demonstration projects of investment attraction, we devote ourselves continuously to introducing advanced German technologies and expanding the export trade.

Now our main business includes:

●Development, production and Marketing of truck bodies；

●Development and Marketing of passive houses, prefabricated houses and relevant building materials；

●oversea construction project contracting；

●Development, production and Marketing of cold room.

After 20 years innovation, we have already gathered strong technical forces and financial strength and also established agencies in many countries in Africa and South America besides our own R&D and production base in China.

We have one highly cooperative international project group of extremely high specialization that has already established significant strategic partnerships with many advanced experts from Germany and top domestic universities, which provides a solid base for product development and technology upgrading.

According to differences among our all kinds of products, each of our professional managers supervises and leads their own elite sales team escorting the development of our company. Now our worldwide distributing network of construction products and refrigerated truck bodies includes 5 continents (Asia, North America, South America, Oceania and Africa), which means we have successfully brought in German technologies and let “Made-in-China” tend towards the world.

CHAPTER 2. PARTIES OF THE ORDER

General Requirements:

45 New dry boxes and seven new reefer boxes are fitted to LHD Hino 300 XZU650L cab/chassis in Yangon Myanmar.Both box types need to be food grade.The reefer boxes will be fitted locally with Denso SF4 refrigeration systems with split evaporators and auxiliary three phase power supply.The completed vehicles must have a total kerb weight of less than 3,000 kilograms and a total kerb height of less than 3000mm.The Hino 300 cab/chassis weight is 2,180 kg and where applicable, the Denso SF4 units weigh 71 kg. The maximum external length of the boxes is 4.25 metres.Meeting kerb weight and length is MANDATORY to achieve RTA registration requirements for Yangon City to operate 24/7/365.

BUYER:

Summit SPA Motors Ltd.

Plot 8, Ward 505, Yay Tala Paung Village
Trunk 3 Road, Hlegu Township
Yangon, Myanmar
www.hino.com.mm

SUPPLIER:

Shandong Bullex Schwall Composite Material Technology Co., Ltd.

Room 1807 Office, Building C, Wanda Plaza
Jingsi Road, Shizhong District ,Jinan
Shandong,China
www.truckbody.co

CHAPTER3.DETAILED QUOTATION LIST AND WEIGHT

Item	Quantity	Unit	Unit Price	Weight/unit
Dry box -External Size:4250x1900x2010 Weight: less than 820kg(3000-2180kg)				
Standard Configuration	45	Units	USD3,670	573kg
Aluminum checkerd plate for floor	45	Units	USD530	65.65kg
Cargo anchor tracks （1unit=2sets）	45	Units	USD392	107.4kg
Aluminum kick plate	45	Units	USD80	5.9kg
Underrun bar & side protection rails	45	Units	USD251	23.5kg
Total	**45**	**Units**	**USD4,923**	**775.45kgs**
Reefer Box-External Size:4250x1900x2040 Weight: less than 749kg(3000-2180-71kg)				
Standard Configuration	7	Units	USD4,889	646.3kg
Cargo anchor tracks	7	Units	USD196	53.7kg
Aluminum kick plate	7	Units	USD80	5.9kg
Soft partition with temperature controller	7	Units	USD2,340	10kg
PVC curtain(1units=1set for rear and side door)	7	Units	USD128	1.6kg
Underrun bar & side protection rails	7	Units	USD251	23.5kg
Total	**7**	**Units**	**USD7,884**	**741kg**
Shipping cost	4	40HQ container	USD2,120	
IN TOTAL CIF YANGON PORT PRICE USD 285,203				

Please note,

Aluminum checkerd plate, M Aluminum platform and Aluminum kick plate are all connected by glue to the floor or wall panels,not riverts.This design is better waterproof and insulation.

CHAPTER 4. SPECIFICATION OF TRUCK BOX

DRY BOX	
Standard Configuration	
External Dimension :	4250 x1900x2010 mm
Roof Wall	-- 20mm thickness: Outside surface 2mm High plus Gelcoat FRP Inside surface 1.5mm Gewebe FRP FRP + Strength plastic honeycomb +FRP
Front Wall	-- 20mm thickness : Outside surface 2mm High Gloss FRP Inside surface 1.5mmHigh Impact FRP FRP +Strength plastic honeycomb + FRP
Side Wall	-- 20mm thickness : Outside surface 2mm High Gloss FRP Inside surface 1.5mmHigh Impact FRP FRP +Strength plastic honeycomb +FRP
Side door	--Side door:1700mmx700mm, --be mounted 300 mm aft of the front bulkhead wall Stainless Steel External Container Lock System: Stainless Steel Hinges: Stainless Steel Door Hooks
Floor Panel	--25mm Waterproof Plywood
Rear Wall	-- 20mm thickness : Outside surface 2mm Gewebe Plus FRP Inside surface 1.5mm Gewbe FRP FRP +Waterproof plywood + FRP

Rear Door Frame	Double Open Assembled Stainless Steel Door Frame Stainless Steel External Container Lock System: Stainless Steel Hinges,with handle Stainless Steel Rain Shelter Stainless Steel Door Hooks Door Rubber Right-hand opens first
Sub-frame	Included
Light &Switch	2red clearance lights ;2 white clearance lights; 2 inside water-proof LED Light; 1 water-proof switch; Enough wirings Interior lighting is required in the box with a switch fitted in the cab
Assemble Profile	Aluminum.Profile; Aluminum.Corner
Assemble Glue	Kommerling 240;　Kommerling 125; Enough Quantity
Water Piping Set	2 set: one in left-front corner, one in right-front corner
Rivets	Assembled on subframe
Special Configuration	
Cargo anchor tracks	304 food grade Stainless Steel 0.6 metres and 1.2 metres from the floor will be fitted to both sides of the box internally
Aluminum checkered plate for floor	Alloy checker plate surface
Aluminum kick plate/ Composite protection skirting	2mm-thick, 300mm high
Side protection rails	be fitted to both sides below the boxes Strong enough to be used as a step on RHS
Underrun bar for　rear door	be fitted to the rear in such a manner that it can be used as a step for rear access

REEFER BOX

Standard Configuration

External Dimension :	4250x1900x2040mm
Front Panel	--83.5mm; Outside surface 2mm High Gloss FRP Inside surface 1.5mmHigh Impact FRP FRP+XPS+FRP
Side Panel	-- 83.5mm; Outside surface 2mm High Gloss FRP Inside surface 1.5mmHigh Impact FRP FRP+XPS+FRP
Side door	--Side door:1700mmx700mm, --be mounted 300 mm aft of the front bulkhead wall Stainless Steel External Lock System: Stainless Steel Hinges: Stainless Steel Door Hooks
Roof Panel	- -105mm; Outside surface 2mm High plus Gelcoat FRP Inside surface 1.5mm Gewebe FRP FRP+XPS+FRP
Floor Panel	--105mm; Outside surface 2mm Gewebe Plus FRP Inside surface 1.5mm Gewbe FRP FRP+XPS+FRP
Rear Door Panel	--83.5mm; Outside surface 2mm Gewebe Plus FRP Inside surface 1.5mm Non-slip FRP FRP+XPS+FRP
Rear Door Frame	Double Open Assembled Stainless Steel Door Frame Stainless Steel External Container Lock System: Stainless Steel Hinges,with Handle Stainless Steel Rain Shelter Stainless Steel Door Hooks Door Rubber Right-hand opens first
Sub-frame	Included
Light &Switch	2red clearance lights ;2 white clearance

	lights; 2 inside water-proof LED Light; 1 water-proof switch; Enough wirings
Assemble Profile	FRP.Profile; FRP.Corner
Assemble Glue	Kommerling 240; Kommerling 125; Enough Quantity
Water Piping Set	2 set: one in left-front corner, one in right-front corner
Rivets	Assembled on subframe
Special Configuration	
Cargo anchor tracks	304 food grade Stainless Steel 0.6 meters from the floor. will be fitted to both sides of the box internally
Aluminum kick plate/ Composite protection skirting	2mm-thick, 300mm high
Soft partition with temperature controller/ internal chamber partition	be movable on rails mounted at the top of the side walls and can be capable of being moved forward and then elevated to be secured to the roof to allow single compartment operation.
PVC curtain/ Temperature containment curtains	be fitted on the inside of the barn doors and side door
Side protection rails	be fitted to both sides below the boxes Strong enough to be used as a step on RHS
Underrun bar for rear door	be fitted to the rear in such a manner that it can be used as a step for rear access

CHAPTER 5. PHOTOS OF DETAILS

5.1 Panel:FRP+Honeycomb+FRP Dry box



5.2 Floor:Waterproof plywood+Aluminum checkered plate Dry box



5.3 Panel:FRP+XPS+FRP Reefer box



5.4 Standard floor(there are two options) **Reefer box**

5.4-1 No-slip FRP



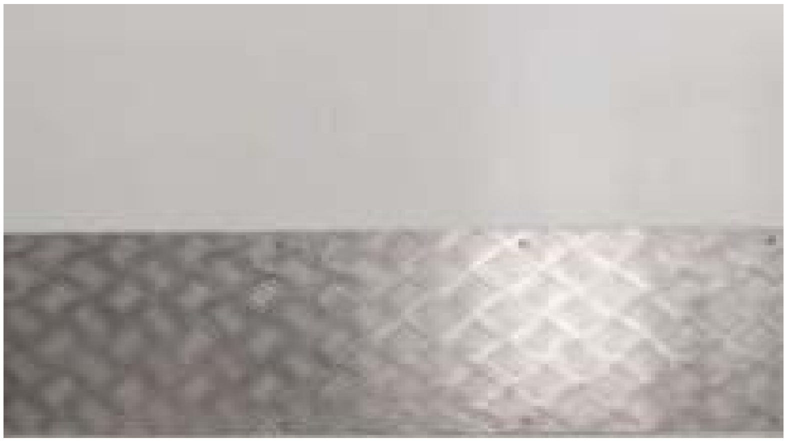
5.5 Rear Door System **Dry box&Reefer box**



5.6 Cargo anchor tracks



5.7 Aluminum kick plate/ Composite protection skirting



5.8 Soft partition with temperature controller/ internal chamber partition Reefer box

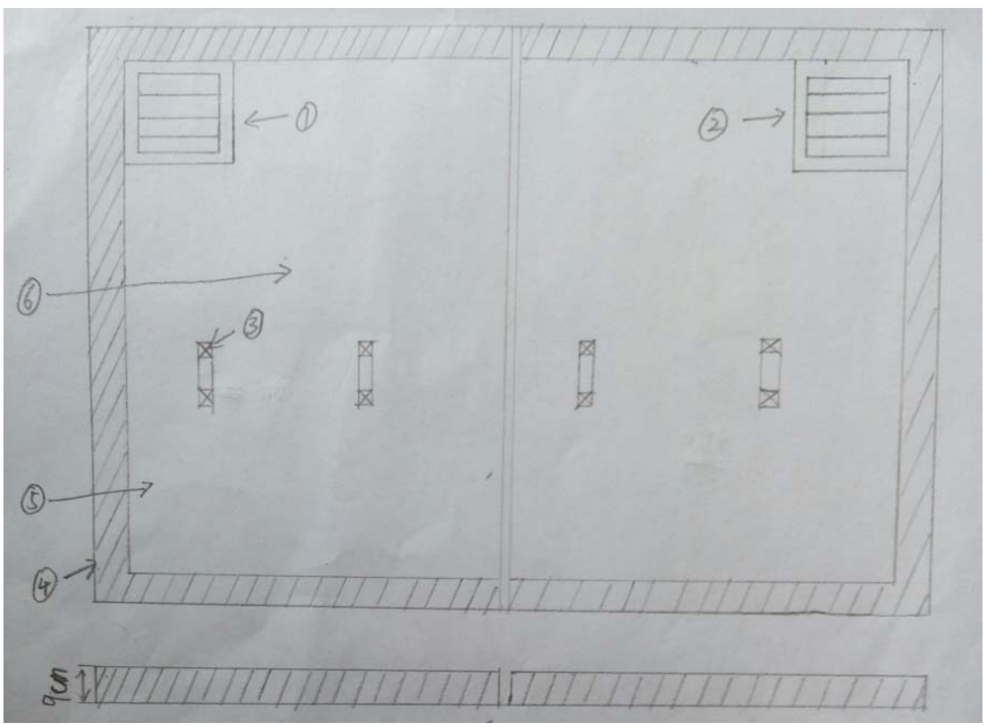
(The internal chamber partition will be movable on rails mounted at the top of the side walls and can be capable of being moved forward and then elevated to be secured to the roof to allow single compartment operation)

Device



Partition





5.8-1 Air inlet,Stainless Steel frame,contains the SANYO fan)

5.8-2 Air outlet,Stainless Steel

5.8-3 Hand rail

5.8-4 Hard-wearing PVC(BLACK)

5.8-5 Water-proof PVC(BLUE)

5.8-6 Inner core:PPS+EVA

5.9 PVC curtain/ Temperature containment curtains



5.10 Side protection rails

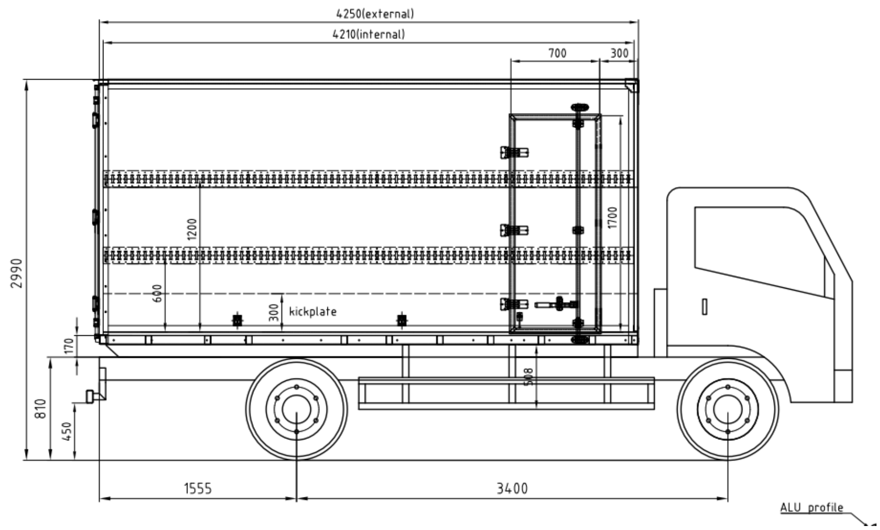


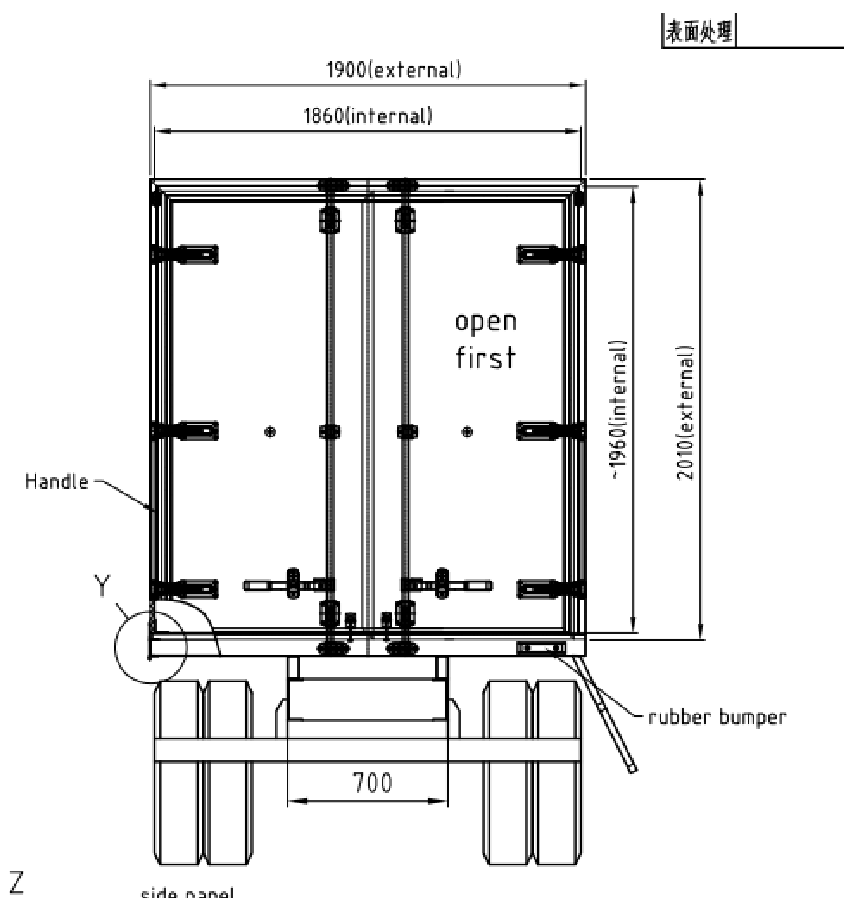
5.11 Underrun bar for rear door

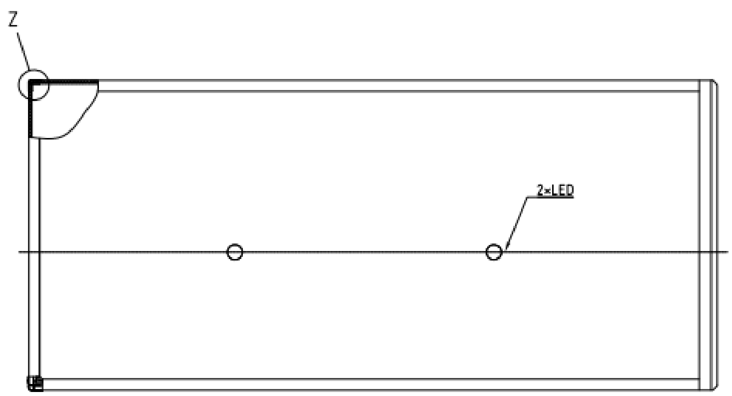


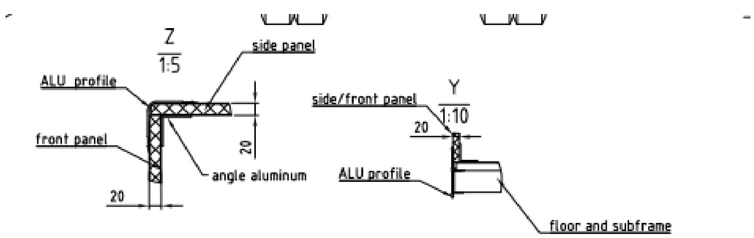
CHAPTER 6. DRAWINGS

6.1 Dry box



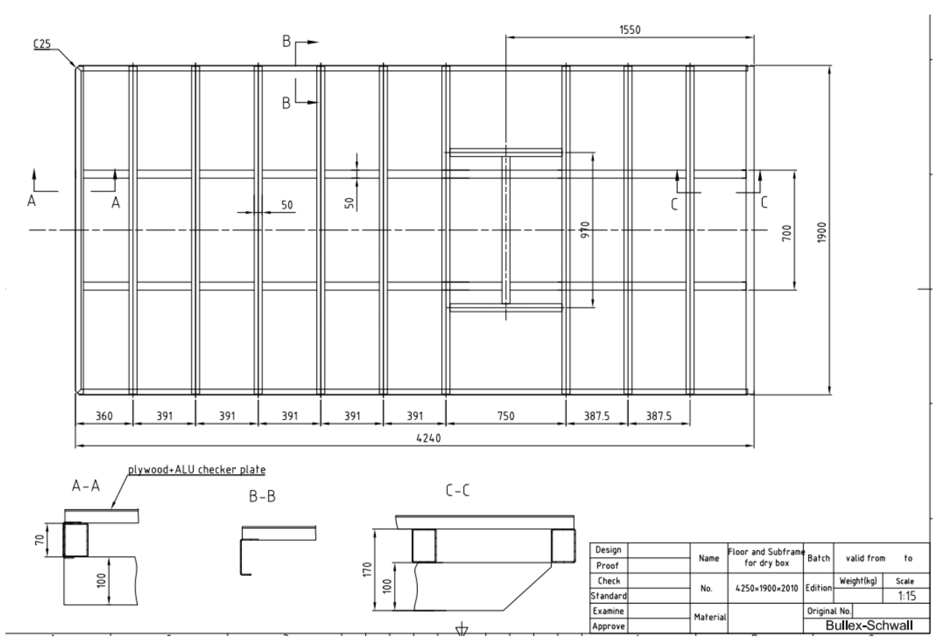






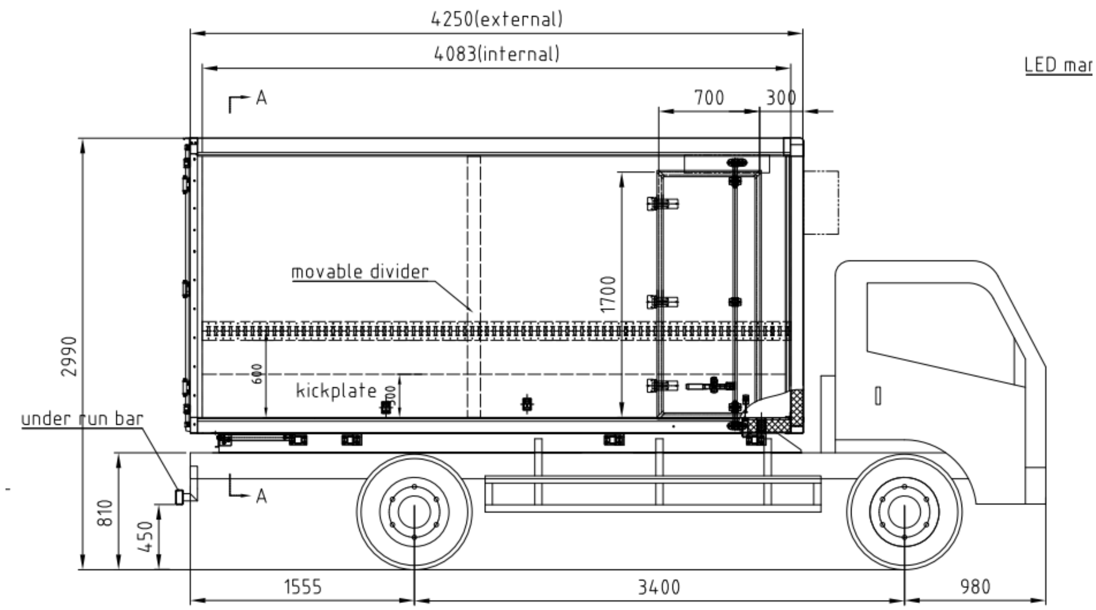
note:
1, outside and inside frp is white;
2, the floor is 3mm ALU checker plate + 25mm plywood and subframe painted black;
3, Roof ,front wall, side wall :FRP+Honeycomb+FRP, thickenss:20mm

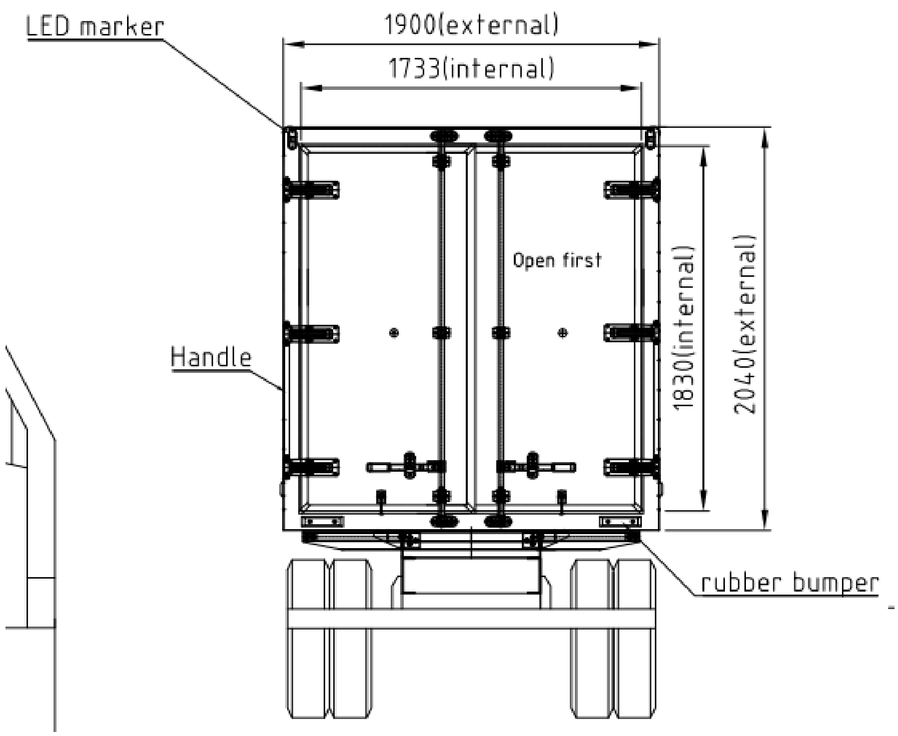
Sub-frame of dry box

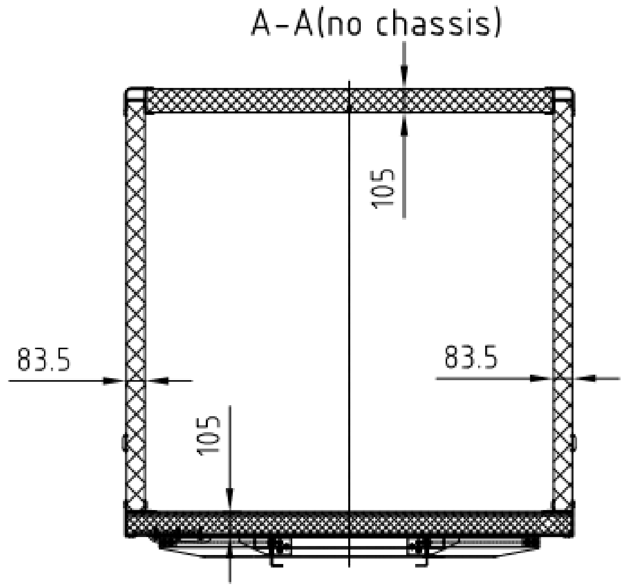


Please check the attached1(Drawing of Dry Box)

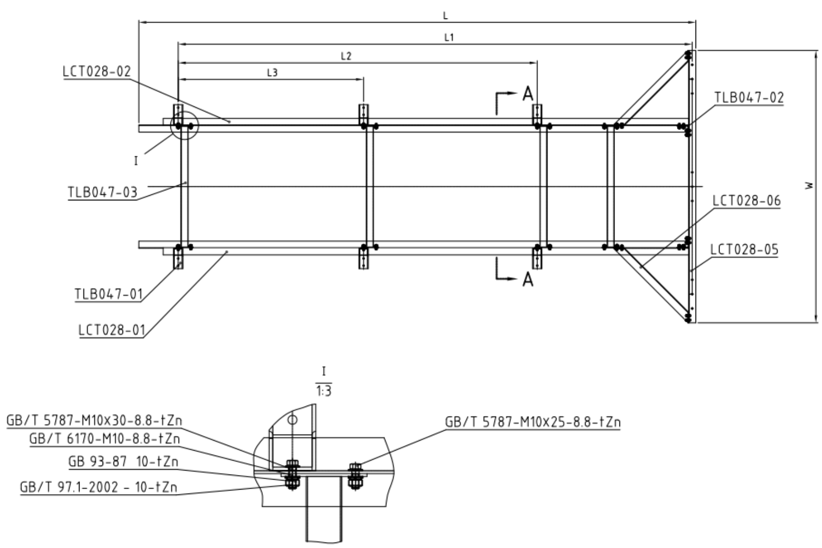
6.2 Reefer box







Sub-frame of reefer box

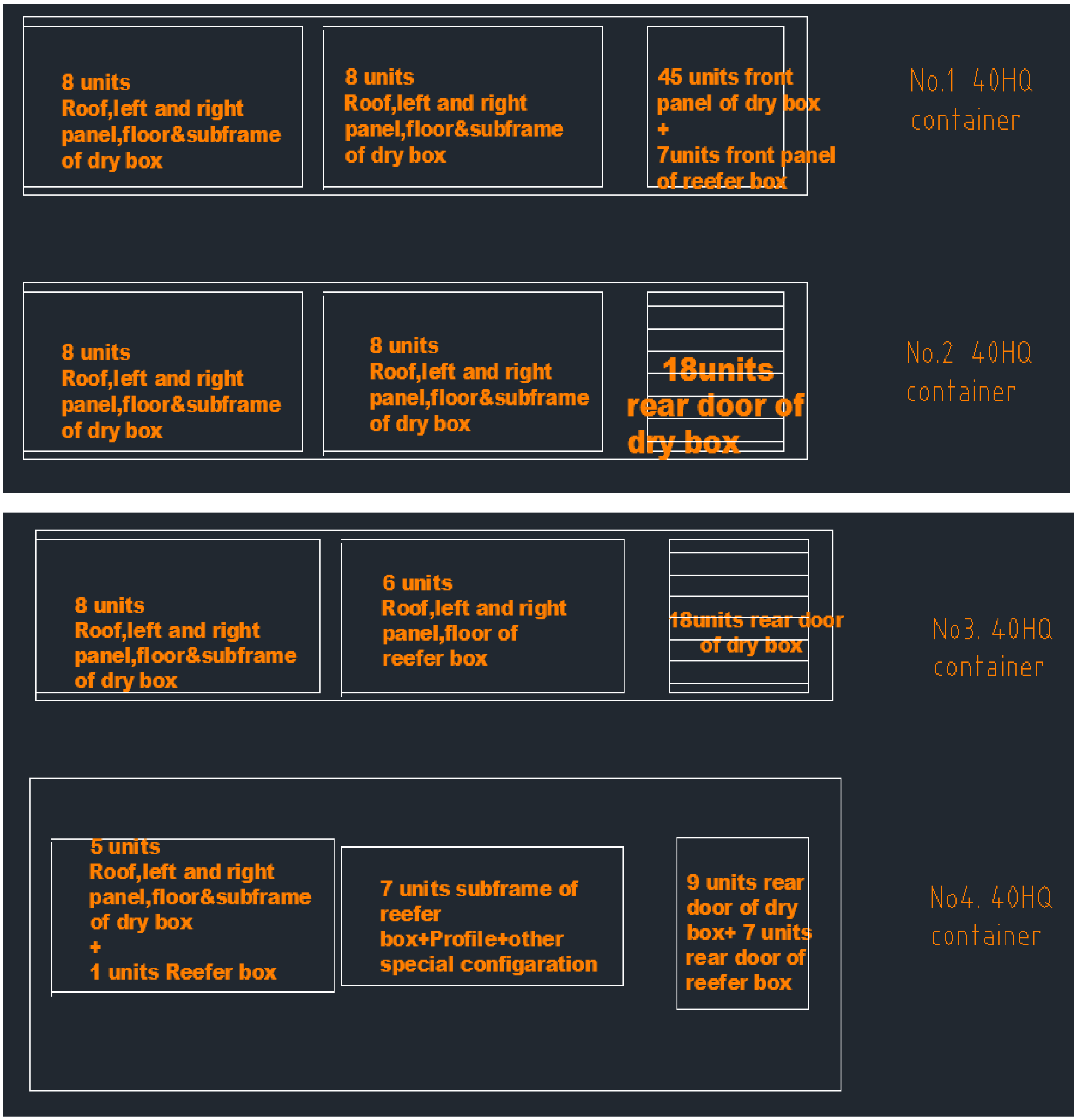


Pleae check the attached2(Drawing of Reefer Box)

CHAPTER 7.PACKAGE&DELIVERY,PAYMENT

7.1 PACKAGING

4x40HQ container can load 45 units dry box&7units reefer box
Please check the container loading plan



7.2 DELIVERY

7.2-1 Time of shipment:within 30 working days upon receipt of the advance payment.

7.2-2 Transport Time (Qingdao Port toYangon Port): About 25 Days

7.2-3 Estimated days of local installation :About 15 Days (in our factory,three workers can assemble 4 boxes a day)

7.3 PAYMENT

7.3-1 Payment term:First Payment in advance-------------30% of amount,

Second payment before shipment -------------70% of amount.

7.3-2 Bank details:

56A: Intermediary Bank’s Name

SWIFT BIC: CITIUS33

CITIBANK N.A. NEW YORK

57A: Beneficiary’s Bank’s Name

SWIFT BIC: JNSHCNBN

QILU BANK CO., LTD.

59: Beneficiary’s Name and Account No.：

Account Number：000 000 711 014 100 000 054

Name: JINAN BULLEX INDUSTRY AND TRADE CO., LTD.

No.58,weier road, Jinan, Shandong, China

HINO

Specifications

Hino Motors, Ltd.
TOKYO, JAPAN

Specifications

TRUCK CHASSIS

MODEL	HINO WU600L-HKMMJ3 (4 X 2, Left-hand drive)
SPEC NO.	SA-WU536B
DRWG NO.	CDRWU390J

DIMENSIONS

Overall length (mm) ··············· APPROX. 4,740
Overall width (mm) ··············· APPROX. 1,860
Overall height (mm) ··············· APPROX. 2,135
Wheelbase (mm) ································ 2,525

MASS

Chassis mass, total (kg) ········· APPROX. 2,080 *
Chassis mass, front (kg) ········· APPROX. 1,355
Chassis mass, rear (kg) ········· APPROX. 725

* : Including spare tire

PERFORMANCE (at G. V. M. Rating)

Max. speed (km/h) ···························· 109
Gradeability tan θ (%) ······················ 35.7

CAPACITY

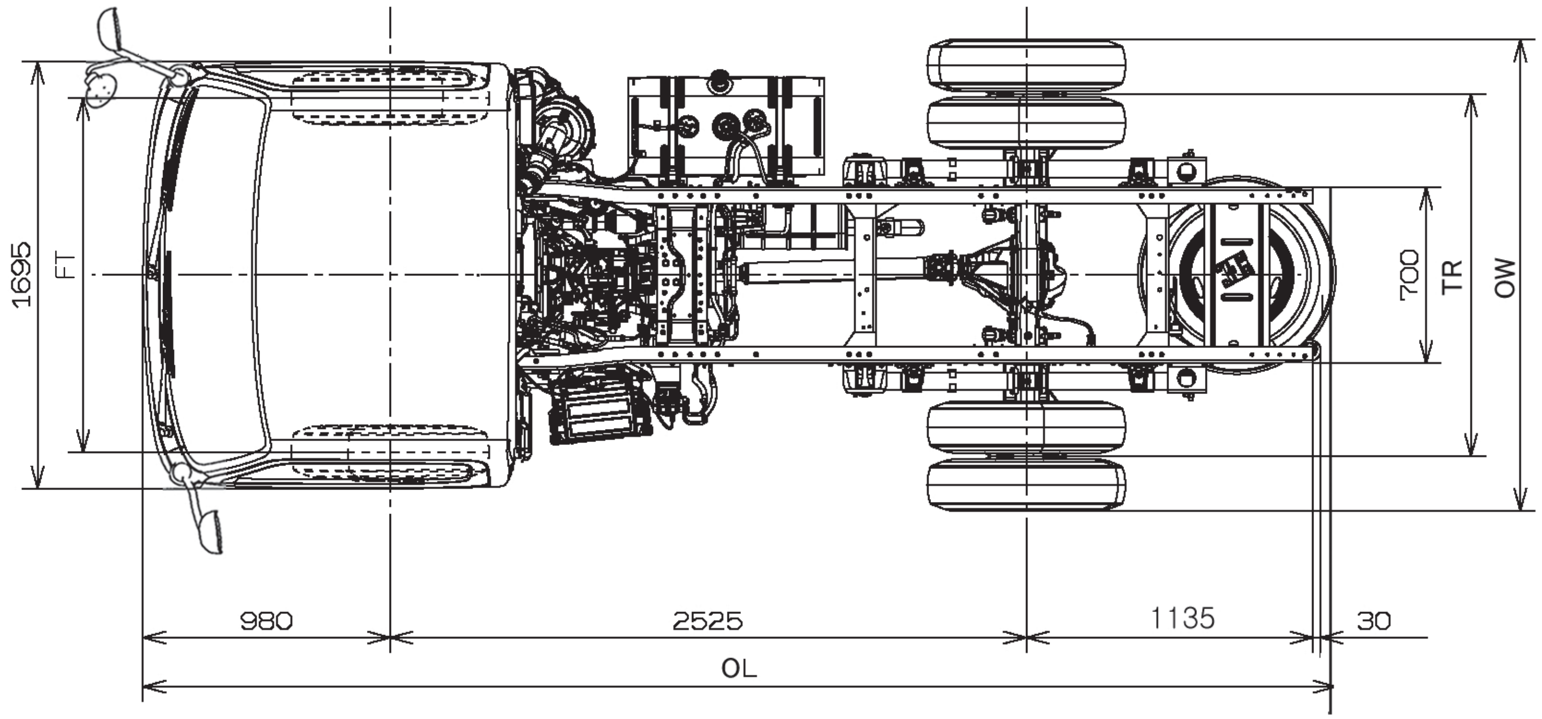
Unit:kg

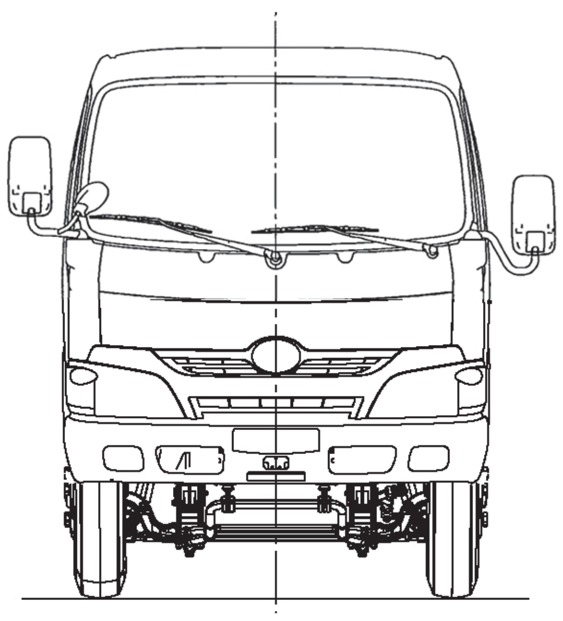
	FRONT	REAR
Permissible axle capacity	2,600	4,400
Tire capacity	2,260	4,300
G. V. M. rating	5,500	

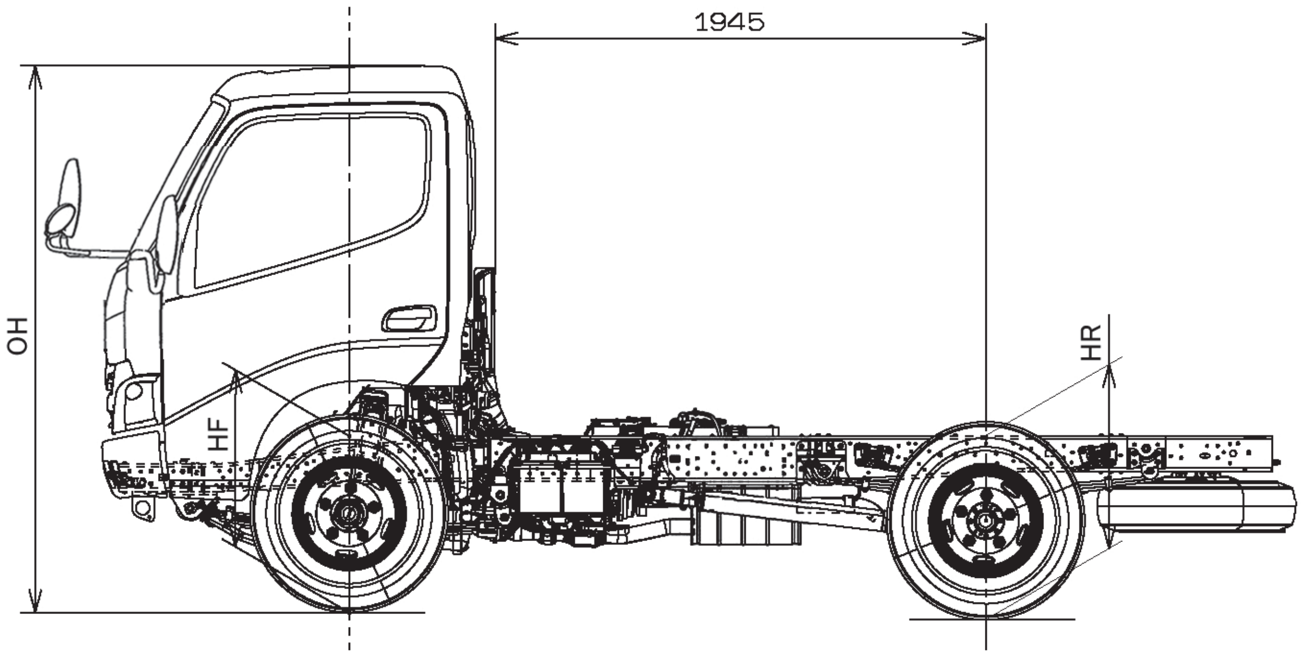
ENGINE	HINO W04D-J (Euro-1) Diesel, 4-cy., vertical, 4-cyl. in-line, overhead valve, water-cooled, direct injection type.
Max. output	JIS GROSS ; 77 kW {105 PS} at 3,200 r/min ISO NET ; 73 kW {99 PS} at 3,200 r/min
Max. torque	JIS GROSS ; 263 N·m {26.8 kgf·m} at 2,000 r/min ISO NET ; 252 N·m {25.7 kgf·m} at 2,000 r/min
Max. engine speed	3,400 r/min
CLUTCH	Dry, single plate, with damper springs, hydraulic control
TRANSMISSION	M153, 5-speed, overdrive, synchromesh 1st – 5th Gear ratio 1st 5.339 : 1 – 5th 0.788 : 1
REAR AXLE	Full-floating, single reduction, single-speed by hypoid gearings Gear ratio 5.571 : 1
FRONT AXLE	Reversed Elliot, "I" section beam
SERVICE BRAKE	Vacuum assist, dual circuit / hydraulic system with two leading shoes for front and rear wheels
PARKING BRAKE	Internal expanding, acting on transmission output shaft
STEERING	Recirculating ball with hydraulic booster
SUSPENSIONS	Front: Semi-elliptic leaf springs with shock absorbers Rear: Semi-elliptic main & auxiliary leaf springs with shock absorbers
WHEELS AND TIRES	Wheels: 5-stud disc wheels Tires: 7.00R16-10 7-number (Including one spare tire)
FUEL TANK	80 L
CHASSIS FRAME	Ladder-shaped, channel section side rails
CAB	Forward control, all steel welded construction
AIR CLEANER	Paper element, stack type air intake
ELECTRICAL EQUIPMENT	Batteries: 12 V × 2, series-connection, 60 A·h {216 kC} at 20-hour rate Alternator: 24 V – 30 A

TIRE SIZE		OL	OW	OH	FT	RT	HF	HR
FR	RR	(※)						
7.00R16-10	7.00R16-10	4740	1860	2135	1400	1435	665	725

(※) NOTE : Figures marked "※ "dimensions are measured in parallel with the surface of the ground.







MODEL:WU600L-HKMMJ3

DRAWING No.: CDRWU390J

REMARKS

1) The vehicle mass may be varied with optional equipments & items.
2) All Specifications of the products are with normal manufacturing allowance and tolerances.
3) Hino Motors,Ltd. reserves the right to alter this specification without notice.
4) For every 1,000 meters of altitude the engine performance and grade ability shall be decreased by approx. 10%.

Hino Motors, Ltd.
OVERSEAS PRODUCT DIVISION

Specifications

Hino Motors, Ltd.
TOKYO, JAPAN

Spec. No. SS-WU356B
Drawing No. CDRWU427A/406A

SPECIFICATIONS

HINO 300 Series

4x2, Truck Chassis

- LHD
- 99 PS (Euro-1)
- 5.5 ton GVMR
- Wide Cab

■ RATINGS & AXLE LOAD LIMIT (kg)

		GVM	Front Axle	Rear Axle
Ratings		5,500	2,600	4,400
Axle Load Limit		(STD) 7.00R16-10	2,260	4,300
		(OPT) 205/75R16-113/111 (for WU710L)	2,300	4,360

■ CHASSIS DIMENSIONS (mm) : All dimensions are to standard specifications and unladen chassis

Model	HINO 3611	
Production Code	WU700L-HKMMJ3	WU710L-HKMMJ3
Application	General use	
Wheelbase	2,810	3,430
Overall Length	5,200	6,115
Overall Width	1,995	
Overall Height	2,210	2,205
Cab to Axle Center	2,250	2,870
Rear Overhang (at frame end)	1,280	1,580
Front Chassis Height	695	
Rear Chassis Height	790	
Road Clearance (at front axle)	185	
Front Tread	1,660	
Rear Tread	1,480	
Turning Radius on Tire	4,800	5,700
Turning Radius Wall to Wall	5,500	6,400

■ CHASSIS MASS (kg) : Chassis mass quoted is to standard specifications with spare tire & std. tool set

	(Total)	2,210	2,250
	(Front)	1,500	1,500
	(Rear)	710	750

■ PERFORMANCE & GEAR RATIOS : Calculations based on 5.5 ton GVM, 7.00R16 tire

		☐STD	☐OPT
Max. Speed (km/h)		109	104
Gradeability tanθ (%)		35.7	37.7
Transmission Gear Ratio	Model	M153	
	1st	5.339	
	2nd	2.792	
	3rd	1.593	
	4th	1.000	
	5th	0.788	
	Rev.	5.339	
Rear Axle	Gear Ratio	5.571	5.833

◆ ENGINE

1. Model	W04D-J
2. Max. output;(ISO NET)	73 kW {99 PS} at 3,200 r/min
3. Max. torque;(ISO NET)	252 N·m {25.7 Kgf·m} at 2,000 r/min
4. Max. engine speed	3,400 r/min
5. Type	Diesel, 4-cy., vertical, 4-cyl.,in-line, overhead valve, water cooled
6. Combustion system	Direct injection type
7. Bore and stroke	104 x 118 mm
8. Piston displacement	4.009 L
9. Compression ratio	18.0
10. Fuel injection system	In-line, jerk type, automatic timer and mechanical governor
11. Air intake system	Natural aspirated, stack type air intake
12. Air cleaner	Paper element

◆ CLUTCH

1. Type	Dry single plate, diaphragm type with damper springs
2. Facing material	Semi-mold
3. Facing outside diameter	300 mm
4. Facing lining area	423 cm^2 x 2
5. Control	Hydraulic control with auto adjuster

◆ TRANSMISSION

1. Type	Five forward and one reverse speeds, overdrive, synchromesh 1st - 5th
2. Control	Mechanical

◆ PROPELLER SHAFT

1. Tube outside diameter x thickness	82.6 x 2.3 mm

◆ FRONT AXLE

1. Type	Reversed Elliot, " I " section beam

◆ REAR AXLE

1. Type	Full-floating, single reduction, single speed by hypoid gearings

◆ SERVICE BRAKE

1. Type	Hydraulic system with two leading shoes for front wheels and dual two leading shoes for rear wheels
2. Control	Vacuum assist, dual circuits
3. Wheel brake ass'y	
Front: Drum diameter x Lining width	320 x 83 mm
Rear: Drum diameter x Lining width	320 x 83 mm

◆ PARKING BRAKE

1. Type	Mechanical, internal expanding acting on transmission output shaft

◆ EXHAUST BRAKE

1. Type	Electric-vacuum actuator with valve in exhaust pipe

◆ STEERING

1. Type	Telescopic and tilt steering column with locking device, recirculating ball with hydraulic booster integral type
2. Gear ratio	20.9

◆ FRONT SUSPENSION

1. Type	Semi-elliptic leaf springs with double acting ahock absorbers
2. Dimensions of springs	
Span x Width	1,250 x 70 mm

◆ REAR SUSPENSION

1. Type	Semi-elliptic main and auxiliary leaf spring with double acting shock absorbers
2. Dimensions of springs	
Span x Width	
Main springs	1,310 x 70 mm
Auxiliary springs	900 x 70 mm

◆ WHEELS AND TIRES

1. Wheel type	5-stud disc wheel
2. Tire & Rim size	7.00R16-10 16 x 5.50F
3. Number of tires	7 (including one spare tire)
4. Spare tire carrier	Equipped (ROH)

◆ FUEL TANK

1. Capacity	100 L
2. Pre-fuel filter & Sedimenter	Equipped

◆ CHASSIS FRAME

1. Type	Ladder-shaped channel section side rails
2. Chassis width at rear	750 mm
3. Max. section (depth x flange x thickness)	
For WU700L	190.8 x 65 x 4.9 mm
For WU720L	192.8 x 65 x 5.9 mm
4. Tensile strength	540 N/mm^2 {55 kgf/mm^2}
5. Towing hooks	Equipped at front
6. Front bumper	Resin made (gray color)

◆ CAB

1. Type	Forward control, all steel welded construction with torsion bar tilt mechanism
2. Windshield glass	Laminated, tinted glass
3. Seating capacity	Three

4. Seat	
Driver's	4-way adjustable, urethane foam pads, high-back seat
Assistant's and center passenger's	Integrated type, urethane foam pads
5. Seat cover	Vinyl cover
6. Seat belt	
Driver's	3-point type with ELR
Assistant's	3-point type with ELR
Center passenger's	2-point type with NR
7. Seat back pocket, console	Pocket (on driver's seat)
8. Cab trim	Semi-trimmed
9. Sun visor	Driver's side
10. Windshield wipers	Electric, dual wipers, intermittent and 2-speed
11. Outside rear view mirrors	Convex type, long stay
12. Inside rear view mirror	Flat type
13. Car heater and defroster	Boost ventilator (without heater)
14. Radiator grille	Resin made
15. Car audio	Antenna and 2 speakers
16. Door lock	Manual type
17. Cigarette lighter	Equipped
18. Others	
Ash tray	1-pc (without lamp)
Door pocket (Both side)	Equipped
Assist. grip	Driver 1 + assistant 1
Coat hook	Equipped
Pen holder	Equipped

◆ INSTRUMENTS

1. Meters and gauges
   - km-kg system
   - Speedometer
   - Engine tachometer
   - Fuel gauge
   - Coolant temperature gauge
2. Warning, pilot lamps and buzzers
   - Engine oil pressure warning lamp
   - Battery charge warning lamp
   - Coolant temperature warning lamp & buzzer
   - Vacuum pressure warning buzzer
   - Brake oil level warning lamp & buzzer
3. Switches
   - Lighting switch
   - Directional indicator, dimmer and passing switch
   - Room lamp switch
   - Hazard lamp switch
   - Wiper and washer switch
   - Exhaust brake switch
   - Courtesy switch (for driver's door)
4. Others
   - One-key starting-stopping
   - Horn button
   - Engine revolution control knob

◆ ELECTRICAL EQUIPMENT

1. Type	24 volt, negative earth
2. Batteries	
Number per vehicle	12 V x 2, series-connection
Capacity	216 kC {60 A·h} at 20-hour rate
3. Alternator	
Type	With built-in rectifier and voltage regulator
Capacity	24 V - 30 A
4. Starter	
Type	Pinion shift
Capacity	24 V, 4.5 kW
5. Lamps	Headlamps Clearance lamps License plate lamp Stop/Tail lamps Directional indicator and hazard lamps Room lamp Back-up lamp
6. Horn	Electric horn

◆ OPTIONAL EQUIPMENT

■ ENGINE

1. Glow plugs	☐ Equipped
2. Altitude compensator	☐ Equipped
3. Exhaust system	☐ Short tail type

■ SERVICE BRAKE

1. Front disk brake	☐ 296 mm diameter disc
2. Rear drum brake	☐ 320 x 83 mm with auto brake shoes adjuster
3. LSPV	☐ Equipped

■ CAB

1. Assistant's and centerpassenger seat	☐ Separate type
2. Seat cover	☐ Fabric cover
3. Seat back pocket, console	☐ Pocket (on driver's seat) + tray (on center passenger's seat)
4. Cab trim	☐ Semi trim and back trim lower
5. Power window	☐ Equipped
6. Outside rear view mirrors	☐ Aspherical type, long stay ☐ EC type, long stay with heater and remorte control
7. Front under mirror	☐ Equipped
8. Sun visor	☐ Driver's and assistant's
9. Over-head console	☐ Driver's and assistant's
10. Air conditioner	☐ Equipped ☐ Equipped (with pollen filter)
11. Car heater	☐ Equipped (without warm up switch)
12. Door lock	☐ Electrical type (for assistant's door)

13. Car audio
- ☐ AM/FM radio (2 speakers)
- ☐ AM/FM radio with CD player (2 speakers)

14. Ash tray
- ☐ 2-pc (without lamp)

15. Asisst. grip
- ☐ Driver 1 + assistant 2
- ☐ Driver 1 + assistant 2 + center passenger 1
- ☐ Driver 1 + assistant 1 + center passenger 1

■ INSTRUMENTS

1. Instrument panel ☐ Silver color
2. Tachograph ☐ Equipped (1-week)

■ ELECTRICAL EQUIPMENT

1. Fog lamp ☐ White halogen
2. Battery ☐ 288 kC {80 A·h} at 20-hour rate
3. Battery cover ☐ Equipped
4. Buck-up warning buzzer ☐ Equipped

■ OTHERS

1. Fuel tank capacity ☐ 100 + 70 L (for WU710L only)
2. Fuel tank cap key ☐ Equipped
3. Transmission P.T.O and control
   - ☐ Vacuum control 15kgm
   - ☐ Vacuum control 15kgm with dump lever
4. Stabilizer
   - ☐ Equipped (for front)
   - ☐ Equipped (for front and rear)
5. Front suspension type ☐ Reinforced type
6. Rear suspension type ☐ Reinforced type
7. Towing hooks ☐ Equipped (for front and rear)
8. Front bumper
   - ☐ Painted cab color
   - ☐ Painted cab color with plating garnnish
9. Rear bumper ☐ Equipped
10. Ragiator grille
    - ☐ Equipped (painted)
    - ☐ Equipped (plating)
11. Ragiator cover ☐ Equipped
12. Tool box ☐ Equipped

■PACKAGE OPTION

WU700L & WU710L

Car heater - Package

	Set1	Set2
Car heater	Equipped (without warm up switch)	Boost ventilator (without heater)
Glow plug	Equipped or Not equipped	Not equipped
Air conditioner	Equipped , Equipped (with pollen filter) or Not equipped	Not equipped

Power window - Package

	Set1	Set2
Power window	Equipped	Not equipped
Door lock	Electrical type (for assistant's door)	Manual type
Transmission P.T.O and control	Vacuum control 15kgm , Vacuum control 15kgm with dump lever or Not equipped	Vacuum control 15kgm or Not equipped

Outside rear view mirrors - Package

	Set1	Set2	Set3
Outside rear view mirrors	Aspherical type	Convex type	EC type with heater and remote control
Under mirror	Equipped	Not equipped	Not equipped

Assistant's and center passenger's seat back - Package

	Set1	Set2
Assistant's and center	Separate type	Integration type
Seat back pocket, conso	Pocket (on driver's seat) + tray (on center passenger's seat)	Pocket (on driver's seat)

Front wheel brake - Package

	Set1	Set2
Front wheel brake	296mm diameter disk	320 x 83mm drum
Rear wheel brake	320 x 83mm drum with auto brake shoes ajuster	320 x 83mm drum

WU700L only

Destination - Package

	Set1	Set2	Set3
Destination	Algeria	Egypt	Others
CKD	CBU	CBU	CBU , CKD or SKD
Altitude compensator	Equipped or Not equipped	Not equipped	Equipped or Not equipped
Outside rear view mirrors	Convex type , EC type with heater and remote control or Aspherical type	Convex type or EC type with heater and remote control	Convex type , EC type with heater and remote control or Aspherical type
Rear axle gear ratio	5.571 or 5.833	5.571 or 5.833	5.571 or 5.833
Tire size	7.00R16	7.00R16	7.00R16

WU710L only

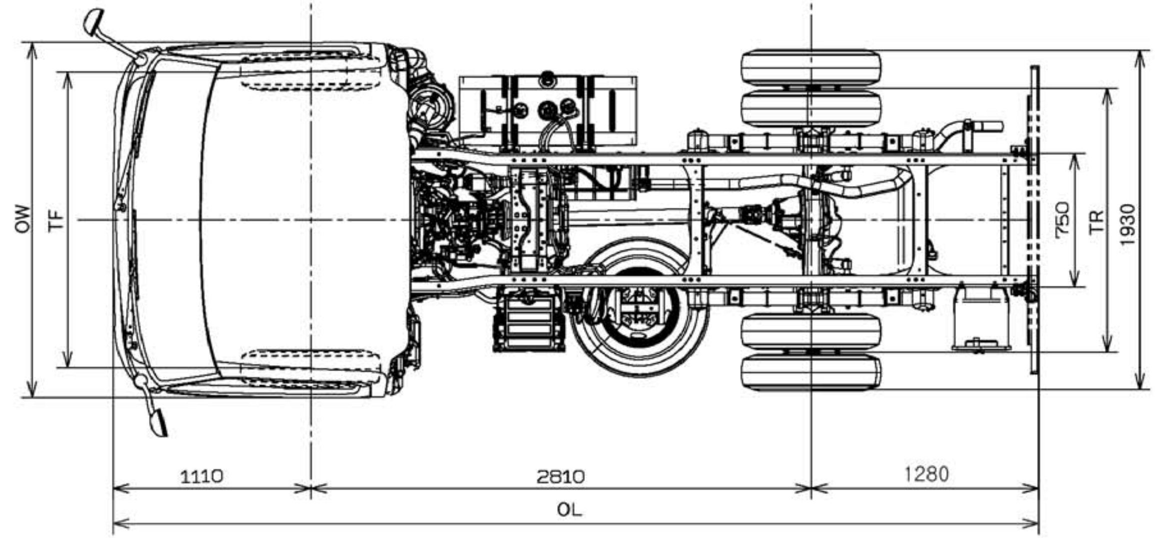
Destination - Package

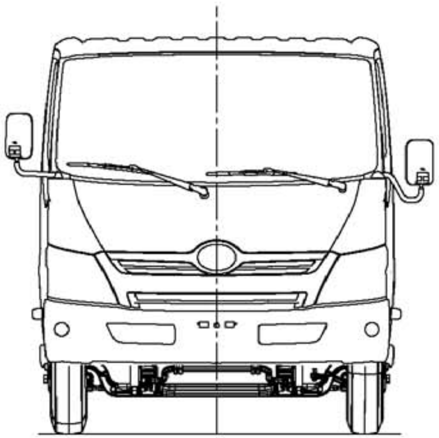
	Set1	Set2	Set3	Set4
Destination	Algeria	Egypt	Morocco	Others
CKD	CBU	CBU	SKD	CBU , CKD or SKD
Altitude compensator	Equipped or Not equipped	Not equipped	Not equipped	Equipped or Not equipped
Outside rear view mirrors	Convex type, EC type with heater and remote control or Aspherical type	Convex type or EC type with heater and remote control	Convex type or EC type with heater and remote control	Convex type , EC type with heater and remote control or Aspherical type
Rear axle gear ratio	5.571 or 5.833	5.571 or 5.833	5.125 or 5.375	5.571 or 5.833

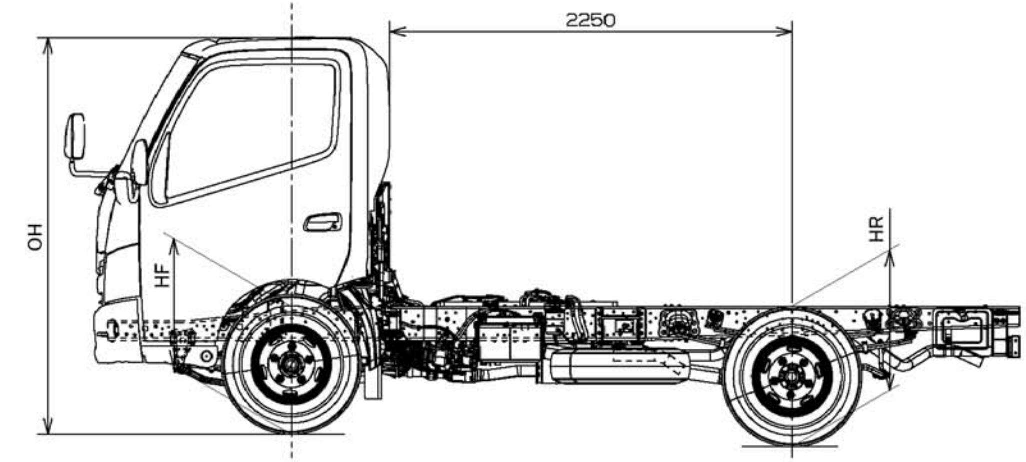
Note: All specifications of the products are with normal manufacturing allowances and tolerances.
Hino Motors, Ltd. reserves the right to alter specifications at any time without prior notice.
Figures of axle capacity can be changed by the operating conditions and specifications of equipments concerned
When selecting optional equipment, consult Hino technical staff as the adaptation of some of the optional equipment on production line may require an extra lead time.

TIRE SIZE		OL	OW	OH	FT	RT	HF	HR
FR	RR	(※)						
7.00R16-10	7.00R16-10	5200	1995	2210	1660	1480	695	790

(※) NOTE : 1. Figures marked "※ "dimensions are measured in parallel with the surface of the ground.
2. All dimensions are to standard specifications.





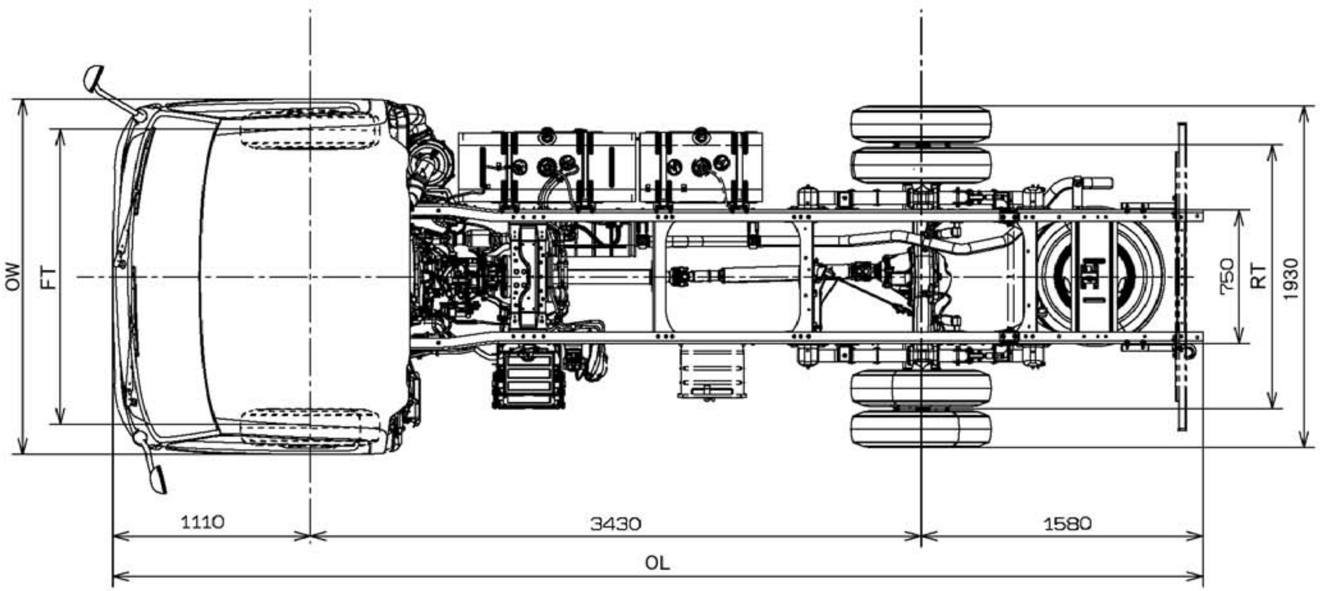


MODEL: WU700L-HKMMJ3

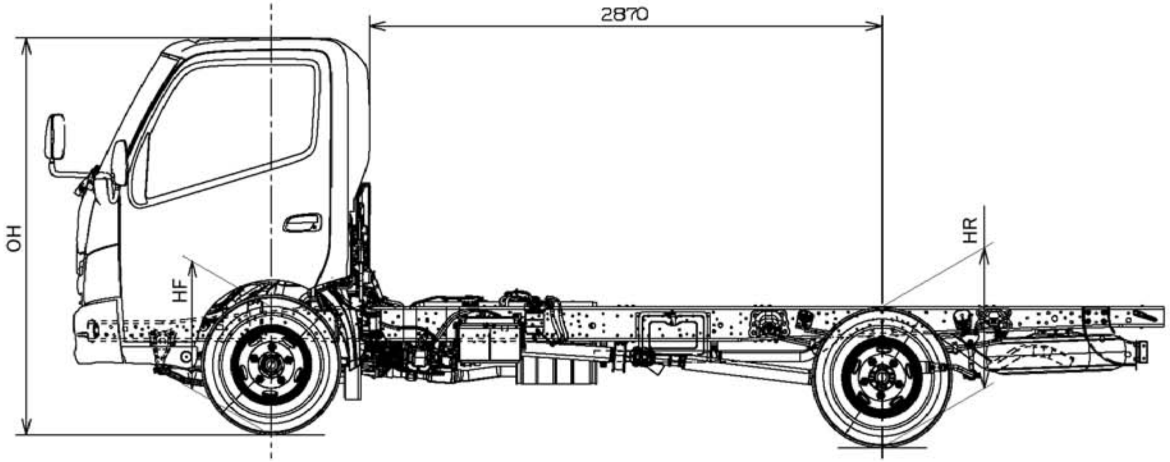
DRAWING No.: CDRWU427A

TIRE SIZE		OL	OW	OH	FT	RT	HF	HR
FR	RR	(※)						
7.00R16-10	7.00R16-10	6115	1995	2205	1660	1480	695	790
205/75R	205/75R	6115	1995	2175	1660	1480	665	760

(※) NOTE : 1. Figures marked "※ "dimensions are measured in parallel with the surface of the ground.
2. All dimensions are to standard specifications.







MODEL: WU710L-HKMMJ3

DRAWING No.: CDRWU406A

HINO

Specifications

Hino Motors, Ltd.
TOKYO, JAPAN

SPECIFICATIONS

HINO 300 Series

4x2, Truck Chassis

- LHD
- 105 PS (Euro-2)
- 5.2 ton GVMR

■ RATINGS and AXLE LOAD LIMIT (kg)

	GVM	Front Axle	Rear Axle
Ratings	5,200 *	2,200	4,300
Axle Load Limit	7.50-15-12PR	2,200	2,770

*: GVM Rating are varied depend on tire size.

■ CHASSIS DIMENSIONS (mm) : All dimensions are to standard specifications and unladen chassis

Model		WU302L-HKMLHD3
Application		General use
Wheelbase	WB	2,530
Overall Length	OL	4,720
Overall Width	OW	1,715
Overall Height	OH	2,120
Cab to Axle Center	CA	1,985
Rear Overhang (at frame end)	ROHF	1,055
Front Chassis Height	HF	700
Rear Chassis Height	HR	770
Road Clearance (at rear axle)	RC	195
Front Tread	FT	1,415
Rear Tread	RT	1,420
Turning Radius on Tire		5,500
Turning Radius Wall to Wall		6,100

■ CHASSIS MASS (kg) : Chassis mass quoted is to standard specifications with spare tire and std. tool set

	(Total)	1,935
	(Front)	1,290
	(Rear)	645

■ PERFORMANCE and GEAR RATIOS : Calculations based on 5.2 ton GVM

		☐ STD	☐ OPT	☐ OPT
Max. Speed (km/h)		125	119	113
Gradeability tanθ (%)		34.5	36.7	39.0
Transmission Gear Ratio	Model	M153		
	1st	5.339		
	2nd	2.792		
	3rd	1.593		
	4th	1.000		
	5th	0.788		
	Rev.	5.339		
Rear Axle	Gear Ratio	4.625	4.875	5.125

■ ENGINE

1. Model	W04D-TP
2. Max. output;(JIS GROSS)	81 kW {110 PS} at 2,800 r/min
(ISO NET)	77 kW {105 PS} at 2,800 r/min
3. Max. torque;(JIS GROSS)	284 N･m {29.0 kgf･m} at 1,800 r/min
(ISO NET)	275 N･m {28.0 kgf･m} at 1,800 r/min
4. Max. engine speed	3,300 r/min
5. Type	Diesel, 4-cy., vertical, 4-cyl. in-line, overhead valve, water-cooled
6. Combustion system	Direct injection type
7. Bore and stroke	104 x 118 mm
8. Piston displacement	4.009 L
9. Compression ratio	18.0
10. Fuel injection system	In-line, jerk type, automatic timer and mechanical governor
11. Air intake system	Turbo-intercooled, stack type air intake
12. Air cleaner	Paper element
13. Fan clutch	Equipped
14. Exhaust tail	Short tail type

■ CLUTCH

1. Type	Dry single plate, diaphragm type with damper springs, automatic gap adjuster
2. Facing material	Semi-mold
3. Facing outside diameter	300 mm
4. Facing lining area	423 cm^2 x 2
5. Control	Hydraulic

■ TRANSMISSION

1. Type	Five forward and one reverse speeds, overdrive, synchromesh 1st - 5th
2. Control	Mechanical

■ PROPELLER SHAFT

1. Tube outside diameter x thickness	82.6 x 2.3 mm

■ FRONT AXLE

1. Type	Reversed Elliot, " I " section beam

■ REAR AXLE

1. Type	Full-floating, single reduction, single speed by hypoid gearings

■ SERVICE BRAKE

1. Type	Hydraulic system with two leading shoes for front and rear wheels
2. Control	Vacuum assist, dual circuit
3. Wheel brake ass'y	
Front: Drum diameter x Lining width	295 x 75 mm
Rear: Drum diameter x Lining width	295 x 75 mm

■ PARKING BRAKE

1. Type	Mechanical, internal expanding acting on transmission output shaft

■ EXHAUST BRAKE

1.Type	Electric-vacuum actuator

■ STEERING

1. Type	Telescopic and tilt steering column with locking device, recirculating ball with hydraulic booster integral type
2. Gear ratio	22.6

■ FRONT SUSPENSION

1. Type	Semi-elliptic leaf springs with double acting shock absorbers
2. Dimensions of springs Span x Width	1,245 mm x 70 mm

■ REAR SUSPENSION

1. Type	Semi-elliptic leaf spring with double acting shock absorbers
2. Dimensions of springs Span x Width	1,230 mm x 70 mm

■ WHEELS AND TIRES

1. Wheel type	6-stud disc wheel
2. Tire and Rim size	7.50-15-12PR 15 x 5.50F
3. Number of tires	5 (including one spare tire)
4. Spare tire carrier	Equipped

■ FUEL TANK

1. Capacity	100 L
2. Pre-fuel filter and Sedimenter	Equipped
3. Fuel tank cap key	Equipped

■ CHASSIS FRAME

1. Type	Ladder-shaped channel section side rails
2. Chassis width at rear	700 mm
3. Max. section (depth x flange x thickness)	180 x 65 x 6.0 mm
4. Tensile strength	440 N/mm^2 {45 kgf/mm^2}
5. Front bumper	Resin made
6. Towing hook	Equipped (for front and rear)

■ CAB

1. Type	Forward control, all steel welded construction with torsion bar tilt mechanism, semi-trimmed
2. Windshield glass	Laminated, tinted glass
3. Seating capacity	Three
4. Seat	
Driver's	2-way adjustable, urethane foam pads, high-back seat
Assistant's and center passenger's	Fixed, urethane foam pads, high-back seat
5. Seat cover	Vinyl
6. Seat belt	
Driver's	3-point type with ELR
Assistant's	3-point type with ELR
Center passenger's	2-point type with NR
7. Sun visor	Driver's side only
8. Windshield wipers	Electric, dual wiper, intermittent and 2-speed
9. Outside rear view mirrors	Equipped
10. Inside rear view mirror	Equipped
11. Cigarette lighter	Equipped
12. Radiator grille	Resin made
13. Car audio	AM/FM radio with USB, AUX (2-speakers)
14. Front head rest	Driver's and assistant's
15. Others	
Ash tray	1-pc (without lamp)
Assist. grip	Driver's and assistant's

■ INSTRUMENTS

1.Meter and gauges
- km-kg system
- Speedometer with odometer and trip meter
- Fuel gauge
- Coolant temperature gauge

2.Warning, pilot lamps and buzzers
- Engine oil pressure warning lamp
- Exhaust brake indicator lamp
- High beam indicator lamp
- Battery discharge warning lamp
- Brake oil level and vacuum pressure warning lamp and buzzer
- Parking brake indicator lamp
- Engine control failure warning lamp

3.Switches
- Lighting switch
- Directional indicator, dimmer and passing switch
- Hazard light switch
- Wiper and washer switch
- Exhaust brake switch

4.Others
- One-key starting-stopping
- Horn button

■ ELECTRICAL EQUIPMENT

1. Type	12 volt, negative earth
2. Batteries	
Number per vehicle	12 V x 2, parallel-connection
Capacity	60 A·h {216 kC} at 20-hour rate
3. Alternator	
Type	With built-in rectifier and voltage regulator
Capacity	12 V - 100 A
4. Starter	
Type	Pinion shift
Capacity	12 V, 2.5 kW
5. Lights	Headlight Fog light Clearance light License plate light Stop/Tail light Directional indicator and hazard light Room light
6. Horn	Electric horn

■ OPTIONAL EQUIPMENT

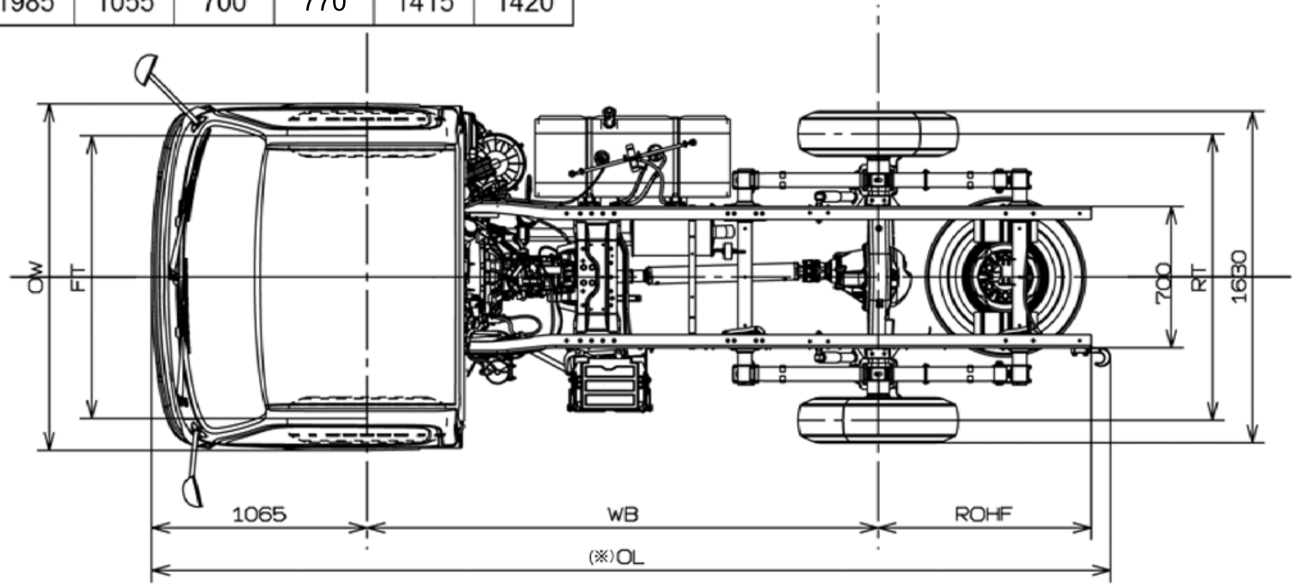
■ CAB

1. Sun visor	☐ Driver's and assistant's side

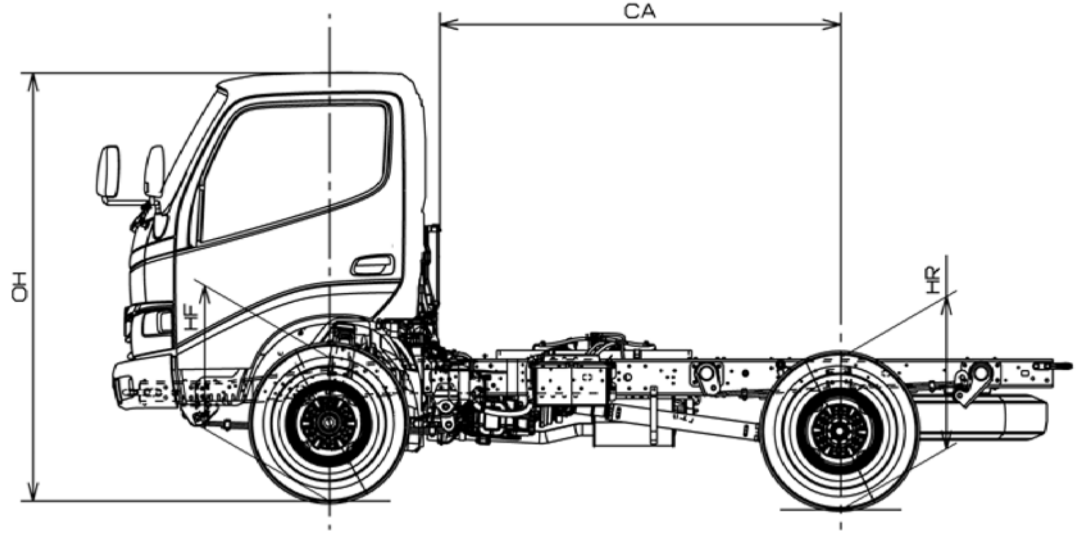
Note: All specifications of the products are with normal manufacturing allowances and tolerances.
Hino Motors, Ltd. reserve the right to alter specifications at any time without previous notice.
Figures of axle capacity can be changed by the operating conditions and specifications of equipments concerned.
When selecting optional equipment, consult Hino technical staff as the adaptation of some of the optional equipment on production line may require an extra lead time.

MODEL	TIRE	OL	OW	OH	WB	CA	ROHF	HF	HR	FT	RT
WU302L-HKMLHD3	7.50-15-12PR	4720	1715	2120	2530	1985	1055	700	770	1415	1420

(※) NOTE : Figures marked "※ "dimensions are measured in parallel with the surface of the ground.







MODEL: WU302L-HKMLHD3

DRAWING No. CDRWU567A

HINO

Specifications

Hino Motors, Ltd.
TOKYO, JAPAN

SPECIFICATIONS

HINO 300 Series

4x2, Truck Chassis

- LHD
- 105 PS (Euro-2)
- 7.5 ton GVMR

■ RATINGS and AXLE LOAD LIMIT (kg)

	GVM	Front Axle	Rear Axle
Ratings	7,500	2,600	4,950
Axle Load Limit	7.50-16-14PR	2,600	4,950

■ CHASSIS DIMENSIONS (mm) : All dimensions are to standard specifications and unladen chassis

Model		WU342L-HKMRHD3
Application		General use
Wheelbase	WB	3,380
Overall Length	OL	6,000
Overall Width	OW	1,945
Overall Height	OH	2,165
Cab to Axle Center	CA	2,835
Rear Overhang (at frame end)	ROHF	1,470
Front Chassis Height	HF	745
Rear Chassis Height	HR	835
Road Clearance (at rear axle)	RC	215
Front Tread	FT	1,455
Rear Tread	RT	1,480
Turning Radius on Tire		6,700
Turning Radius Wall to Wall		7,300

■ CHASSIS MASS (kg) : Chassis mass quoted is to standard specifications with spare tire and std. tool set

	(Total)	2,275
	(Front)	1,395
	(Rear)	880

■ PERFORMANCE and GEAR RATIOS : Calculations based on 7.5 ton GVM

		☐ STD	☐ OPT
Max. Speed (km/h)		98	93
Gradeability tanθ (%)		30.1	31.9
	Model	M153	
	1st	5.339	
	2nd	2.792	
Transmission Gear Ratio	3rd	1.593	
	4th	1.000	
	5th	0.788	
	Rev.	5.339	
Rear Axle	Gear Ratio	6.167	6.500

■ ENGINE

1. Model	W04D-TP
2. Max. output;(JIS GROSS)	81 kW {110 PS} at 2,800 r/min
(ISO NET)	77 kW {105 PS} at 2,800 r/min
3. Max. torque;(JIS GROSS)	284 N･m {29.0 kgf･m} at 1,800 r/min
(ISO NET)	275 N･m {28.0 kgf･m} at 1,800 r/min
4. Max. engine speed	3,300 r/min
5. Type	Diesel, 4-cy., vertical, 4-cyl. in-line, overhead valve, water-cooled
6. Combustion system	Direct injection type
7. Bore and stroke	104 x 118 mm
8. Piston displacement	4.009 L
9. Compression ratio	18.0
10. Fuel injection system	In-line, jerk type, automatic timer and mechanical governor
11. Air intake system	Turbo-intercooled, stack type air intake
12. Air cleaner	Paper element
13. Fan clutch	Equipped
14. Exhaust tail	Short tail type

■ CLUTCH

1. Type	Dry single plate, diaphragm type with damper springs, automatic gap adjuster
2. Facing material	Semi-mold
3. Facing outside diameter	300 mm
4. Facing lining area	423 cm^2 x 2
5. Control	Hydraulic

■ TRANSMISSION

1. Type	Five forward and one reverse speeds, overdrive, synchromesh 1st - 5th
2. Control	Mechanical

■ PROPELLER SHAFT

1. Tube outside diameter x thickness	82.6 x 2.3 mm

■ FRONT AXLE

1. Type	Reversed Elliot, " I " section beam

■ REAR AXLE

1. Type	Full-floating, single reduction, single speed by hypoid gearings

■ SERVICE BRAKE

1. Type	Hydraulic system with two leading shoes for front and rear wheels
2. Control	Vacuum assist, dual circuit
3. Wheel brake ass'y	
Front: Drum diameter x Lining width	320 x 83 mm
Rear: Drum diameter x Lining width	320 x 83 mm

■ PARKING BRAKE

1. Type	Mechanical, internal expanding acting on transmission output shaft

■ EXHAUST BRAKE

1. Type	Electric-vacuum actuator

■ STEERING

1. Type	Telescopic and tilt steering column with locking device, recirculating ball with hydraulic booster integral type
2. Gear ratio	22.6

■ FRONT SUSPENSION

1. Type	Semi-elliptic leaf springs with double acting shock absorbers
2. Dimensions of springs	
Span x Width	1,270 mm x 70 mm

■ REAR SUSPENSION

1. Type	Semi-elliptic main and auxiliary leaf spring with double acting shock absorbers
2. Dimensions of springs	
Main springs	
Span x Width	1,330 mm x 70 mm
Auxiliary springs	
Span x Width	900 mm x 70 mm

■ WHEELS AND TIRES

1. Wheel type	5-stud disc wheel
2. Tire and Rim size	7.50-16-14PR 16 x 6.00GS
3. Number of tires	7 (including one spare tire)
4. Spare tire carrier	Equipped

■ FUEL TANK

1. Capacity	100 L
2. Pre-fuel filter and Sedimenter	Equipped
3. Fuel tank cap key	Equipped

■ CHASSIS FRAME

1. Type	Ladder-shaped channel section side rails
2. Chassis width at rear	700 mm
3. Max. section (depth x flange x thickness)	180 x 65 x 6.0 mm
4. Tensile strength	440 N/mm^2 {45 kgf/mm^2}
5. Front bumper	Resin made
6. Towing hook	Equipped (for front and rear)

■ **CAB**

1. Type	Forward control, all steel welded construction with torsion bar tilt mechanism, semi-trimmed
2. Windshield glass	Laminated, tinted glass
3. Seating capacity	Three
4. Seat	
Driver's	2-way adjustable, urethane foam pads, high-back seat
Assistant's and center passenger's	Fixed, urethane foam pads, high-back seat
5. Seat cover	Vinyl
6. Seat belt	
Driver's	3-point type with ELR
Assistant's	3-point type with ELR
Center passenger's	2-point type with NR
7. Sun visor	Driver's side only
8. Windshield wipers	Electric, dual wiper, intermittent and 2-speed
9. Outside rear view mirrors	Equipped
10. Inside rear view mirror	Equipped
11. Cigarette lighter	Equipped
12. Radiator grille	Resin made
13. Car audio	AM/FM radio with USB, AUX (2-speakers)
14. Front head rest	Driver's and assistant's
15. Others	
Ash tray	1-pc (without lamp)
Assist. grip	Driver's and assistant's

■ **INSTRUMENTS**

1.Meter and gauges
- km-kg system
- Speedometer with odometer and trip meter
- Fuel gauge
- Coolant temperature gauge

2.Warning, pilot lamps and buzzers
- Engine oil pressure warning lamp
- Exhaust brake indicator lamp
- High beam indicator lamp
- Battery discharge warning lamp
- Brake oil level and vacuum pressure warning lamp and buzzer
- Parking brake indicator lamp
- Engine control failure warning lamp

3.Switches
- Lighting switch
- Directional indicator, dimmer and passing switch
- Hazard light switch
- Wiper and washer switch
- Exhaust brake switch

4.Others
- One-key starting-stopping
- Horn button

■ **ELECTRICAL EQUIPMENT**

1. Type	12 volt, negative earth
2. Batteries	
Number per vehicle	12 V x 2, parallel-connection
Capacity	60 A·h {216 kC} at 20-hour rate
3. Alternator	
Type	With built-in rectifier and voltage regulator
Capacity	12 V - 100 A
4. Starter	
Type	Pinion shift
Capacity	12 V, 2.5 kW
5. Lights	Headlight Fog light Clearance light License plate light Stop/Tail light Directional indicator and hazard light Room light
6. Horn	Electric horn

■ **OPTIONAL EQUIPMENT**

■ **ENGINE**

1. Air intake system	☐ With precleaner

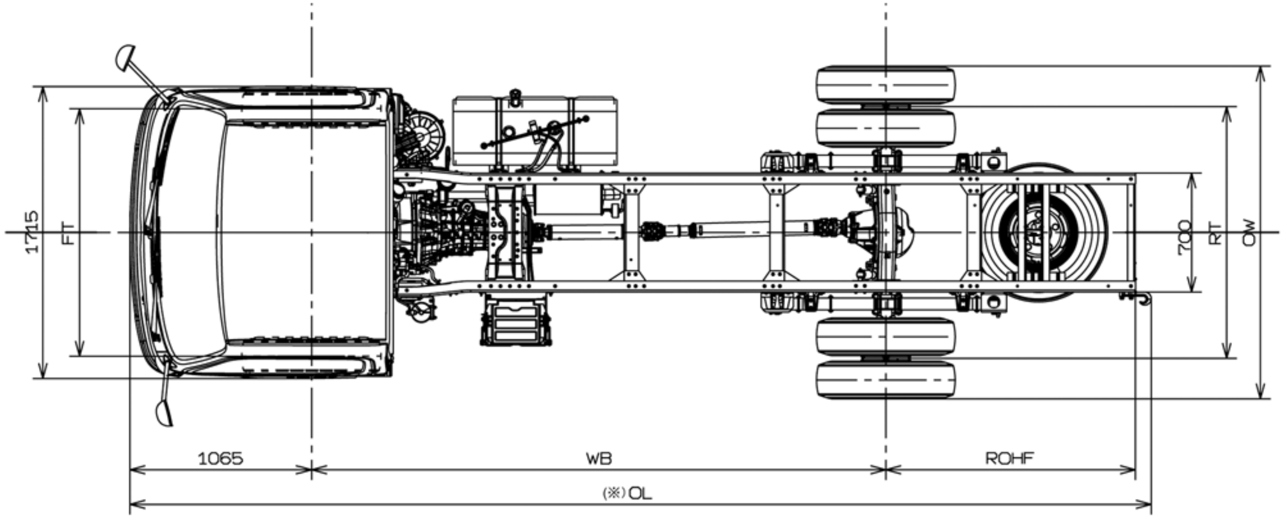
■ **CAB**

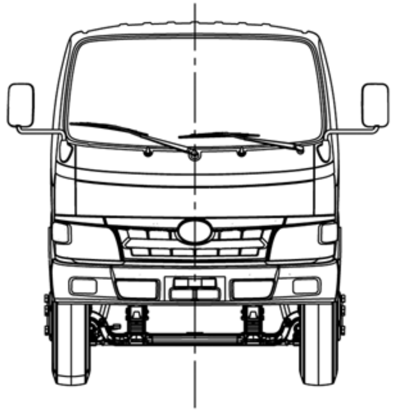
1. Sun visor	☐ Driver's and assistant's side

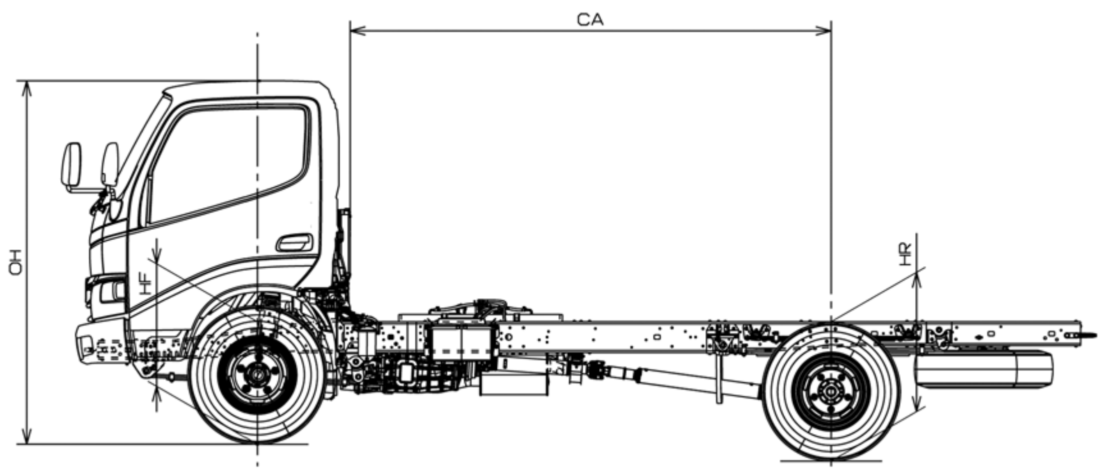
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MODEL	TIRE	OL	OW	OH	WB	CA	ROHF	HF	HR	FT	RT
WU342L-HKMRHD3	7.50-16-14PR	6000	1945	2165	3380	2835	1470	745	835	1455	1480
WU342L-HKMTJD3	7.50-16-14PR	6000	1945	2165	3380	2835	1470	745	835	1455	1480

(※) NOTE : Figures marked "※ "dimensions are measured in parallel with the surface of the ground.







MODEL: WU342L-HKMRHD3、HKMTJD3

DRAWING No. CDRWU499A

Specifications

Hino Motors, Ltd.
TOKYO, JAPAN

SPECIFICATIONS

HINO

HINO 300 Series

4x2, Truck Chassis

- LHD
- 125 PS (Euro-2)
- 8.25 ton GVMR

■ RATINGS and AXLE LOAD LIMIT (kg)

	GVM	Front Axle	Rear Axle
Ratings	8,250	2,600	5,700
Axle Load Limit	7.50-16-14PR	2,600	5,700

■ CHASSIS DIMENSIONS (mm) : All dimensions are to standard specifications and unladen chassis

Model		WU342L-HKMTJD3
Application		General use
Wheelbase	WB	3,380
Overall Length	OL	6,000
Overall Width	OW	1,945
Overall Height	OH	2,165
Cab to Axle Center	CA	2,835
Rear Overhang (at frame end)	ROHF	1,470
Front Chassis Height	HF	745
Rear Chassis Height	HR	835
Road Clearance (at rear axle)	RC	200
Front Tread	FT	1,455
Rear Tread	RT	1,480
Turning Radius on Tire		6,700
Turning Radius Wall to Wall		7,300

■ CHASSIS MASS (kg) : Chassis mass quoted is to standard specifications with spare tire and std. tool set

	(Total)	2,355
	(Front)	1,420
	(Rear)	935

■ PERFORMANCE and GEAR RATIOS : Calculations based on 8.25 ton GVM

		☐ STD	☐ OPT
Max. Speed (km/h)		100	94
Gradeability tanθ (%)		35.9	38.6
Transmission Gear Ratio	Model	M550	
	1st	4.981	
	2nd	2.911	
	3rd	1.556	
	4th	1.000	
	5th	0.738	
	Rev.	4.625	
Rear Axle	Gear Ratio	6.428	6.833

■ ENGINE

1. Model	W04D-TR
2. Max. output;(JIS GROSS)	96 kW {130 PS} at 2,700 r/min
(ISO NET)	92 kW {125 PS} at 2,700 r/min
3. Max. torque;(JIS GROSS)	363 N･m {37.0 kgf･m} at 1,800 r/min
(ISO NET)	363 N･m {37.0 kgf･m} at 1,800 r/min
4. Max. engine speed	3,300 r/min
5. Type	Diesel, 4-cy., vertical, 4-cyl. in-line, overhead valve, water-cooled
6. Combustion system	Direct injection type
7. Bore and stroke	104 x 118 mm
8. Piston displacement	4.009 L
9. Compression ratio	18.0
10. Fuel injection system	In-line, jerk type, automatic timer and mechanical governor
11. Air intake system	Turbo-intercooled, stack type air intake
12. Air cleaner	Paper element
13. Fan clutch	Equipped
14. Exhaust tail	Short tail type

■ CLUTCH

1. Type	Dry single plate, diaphragm type with damper springs, automatic gap adjuster
2. Facing material	Semi-mold
3. Facing outside diameter	300 mm
4. Facing lining area	423 cm^2 x 2
5. Control	Hydraulic

■ TRANSMISSION

1. Type	Five forward and one reverse speeds, overdrive, synchromesh 1st - 5th
2. Control	Mechanical

■ PROPELLER SHAFT

1. Tube outside diameter x thickness	82.6 x 2.3 mm

■ FRONT AXLE

1. Type	Reversed Elliot, " I " section beam

■ REAR AXLE

1. Type	Full-floating, single reduction, single speed by hypoid gearings

■ SERVICE BRAKE

1. Type	Hydraulic system with two leading shoes for front and rear wheels
2. Control	Vacuum assist, dual circuit
3. Wheel brake ass'y	
Front: Drum diameter x Lining width	320 x 100 mm
Rear: Drum diameter x Lining width	320 x 115 mm

■ PARKING BRAKE

1. Type	Mechanical, internal expanding acting on transmission output shaft

■ EXHAUST BRAKE

1. Type	Electric-vacuum actuator

■ STEERING

1. Type	Telescopic and tilt steering column with locking device, recirculating ball with hydraulic booster integral type
2. Gear ratio	22.6

■ FRONT SUSPENSION

1. Type	Semi-elliptic leaf springs with double acting shock absorbers
2. Dimensions of springs	
Span x Width	1,260 mm x 70 mm

■ REAR SUSPENSION

1. Type	Semi-elliptic main and auxiliary leaf spring with double acting shock absorbers
2. Dimensions of springs	
Main springs	
Span x Width	1,300 mm x 70 mm
Auxiliary springs	
Span x Width	900 mm x 70 mm

■ WHEELS AND TIRES

1. Wheel type	5-stud disc wheel
2. Tire and Rim size	7.50-16-14PR 16 x 6.00GS
3. Number of tires	7 (including one spare tire)
4. Spare tire carrier	Equipped

■ FUEL TANK

1. Capacity	100 L
2. Pre-fuel filter and Sedimenter	Equipped
3. Fuel tank cap key	Equipped

■ CHASSIS FRAME

1. Type	Ladder-shaped channel section side rails
2. Chassis width at rear	700 mm
3. Max. section (depth x flange x thickness)	180 x 65 x 6.0 mm
4. Tensile strength	440 N/mm^2 {45 kgf/mm^2}
5. Front bumper	Resin made
6. Towing hook	Equipped (for front and rear)

■ CAB	
1. Type	Forward control, all steel welded construction with torsion bar tilt mechanism, semi-trimmed
2. Windshield glass	Laminated, tinted glass
3. Seating capacity	Three
4. Seat	
Driver's	2-way adjustable, urethane foam pads, high-back seat
Assistant's and center passenger's	Fixed, urethane foam pads, high-back seat
5. Seat cover	Vinyl
6. Seat belt	
Driver's	3-point type with ELR
Assistant's	3-point type with ELR
Center passenger's	2-point type with NR
7. Sun visor	Driver's side only
8. Windshield wipers	Electric, dual wiper, intermittent and 2-speed
9. Outside rear view mirrors	Equipped
10. Inside rear view mirror	Equipped
11. Cigarette lighter	Equipped
12. Radiator grille	Resin made
13. Car audio	AM/FM radio with USB, AUX (2-speakers)
14. Front head rest	Driver's and assistant's
15. Others	
Ash tray	1-pc (without lamp)
Assist. grip	Driver's and assistant's

■ INSTRUMENTS

1.Meter and gauges
- km-kg system
- Speedometer with odometer and trip meter
- Fuel gauge
- Coolant temperature gauge

2.Warning, pilot lamps and buzzers
- Engine oil pressure warning lamp
- Exhaust brake indicator lamp
- High beam indicator lamp
- Battery discharge warning lamp
- Brake oil level and vacuum pressure warning lamp and buzzer
- Parking brake indicator lamp
- Engine control failure warning lamp

3.Switches
- Lighting switch
- Directional indicator, dimmer and passing switch
- Hazard light switch
- Wiper and washer switch
- Exhaust brake switch

4.Others
- One-key starting-stopping
- Horn button

■ ELECTRICAL EQUIPMENT	
1. Type	12 volt, negative earth
2. Batteries	
Number per vehicle	12 V x 2, parallel-connection
Capacity	60 A·h {216 kC} at 20-hour rate
3. Alternator	
Type	With built-in rectifier and voltage regulator
Capacity	12 V - 100 A
4. Starter	
Type	Pinion shift
Capacity	12 V, 2.5 kW
5. Lights	Headlight Fog light Clearance light License plate light Stop/Tail light Directional indicator and hazard light Room light
6. Horn	Electric horn

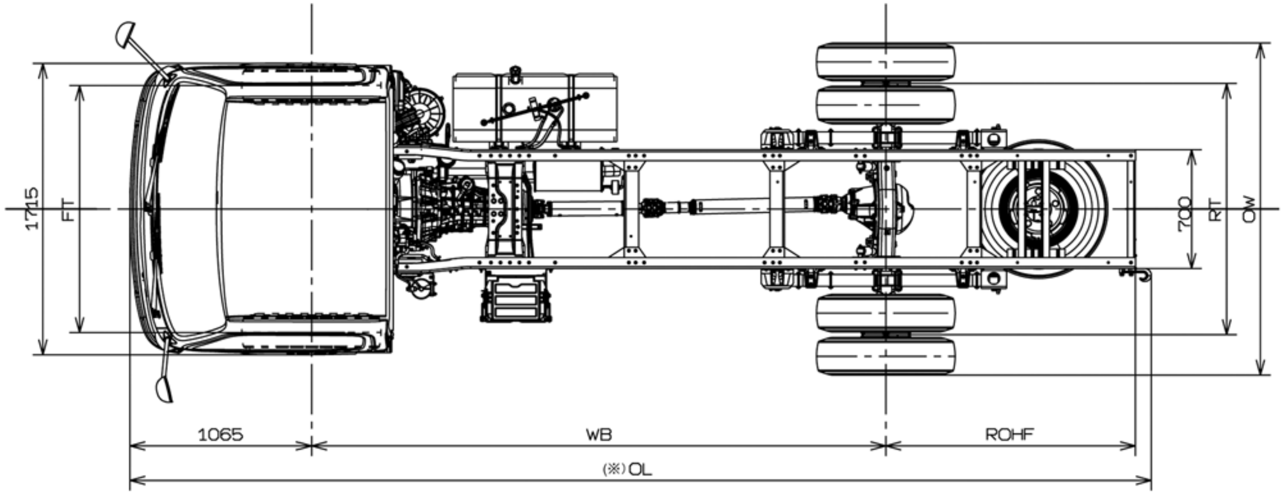
■ OPTIONAL EQUIPMENT

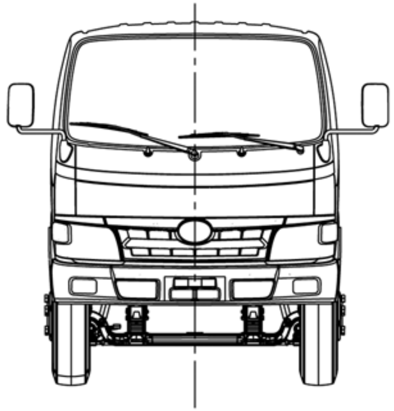
■ ENGINE	
1. Air intake system	☐ With precleaner
■ CAB	
1. Sun visor	☐ Driver's and assistant's side

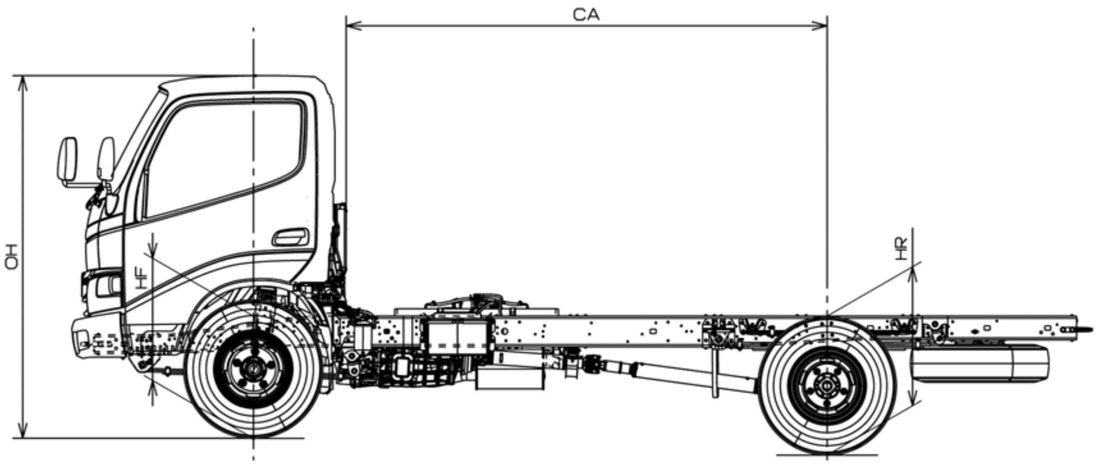
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MODEL	TIRE	OL	OW	OH	WB	CA	ROHF	HF	HR	FT	RT
WU342L-HKMRHD3	7.50-16-14PR	6000	1945	2165	3380	2835	1470	745	835	1455	1480
WU342L-HKMTJD3	7.50-16-14PR	6000	1945	2165	3380	2835	1470	745	835	1455	1480

(※) NOTE : Figures marked "※ "dimensions are measured in parallel with the surface of the ground.







MODEL: WU342L-HKMRHD3、HKMTJD3

DRAWING No. CDRWU499A

HINO

Specifications

Hino Motors, Ltd.
TOKYO, JAPAN

Spec. No. SS-XZ438B

SPECIFICATIONS Drawing No.CDRXZ583A / XZ577A

HINO 300 Series

4x2, Truck Chassis

- LHD
- 150 PS (Euro-3)
- 5.5 ton GVMR
- Narrow Cab

■ RATINGS & AXLE LOAD LIMIT (kg)

		GVM	Front Axle	Rear Axle
Ratings		5,500	2,600	4,400
Axle Load Limit	XZU600L	(STD) 205/75R16-113/111	2,300	4,360
		(OPT1) 7.00R16-10	2,260	4,300
		(OPT2) 7.00R16-12	2,460	4,400
	XZU650L	(STD) 7.00R16-10	2,260	4,300
		(OPT) 7.00R16-12	2,460	4,400

■ CHASSIS DIMENSIONS (mm) : All dimensions are to standard specifications and unladen chassis

Model	HINO 3616	
Production Code	XZU600L-HKMML3	XZU650L-HKMML3
Application	General use	
Wheelbase	2,525	3,400
Overall Length	4,710	5,965
Overall Width	1,870	1,860
Overall Height	2,110	2,140
Cab to Axle Center	1,945	2,820
Rear Overhang (at frame end)	1,135	1,555
Front Chassis Height	980	665
Rear Chassis Height	1,135	735
Road Clearance (at rear axle)	165	195
Front Tread	1,400	
Rear Tread	1,435	
Turning Radius on Tire	5,200	7,100
Turning Radius Wall to Wall	5,800	7,700

■ CHASSIS MASS (kg) : Chassis mass quoted is to standard specifications with spare tire, without std. tool set

	(Total)	2,080	2,180
	(Front)	1,345	1,380
	(Rear)	735	800

■ PERFORMANCE & GEAR RATIOS : Calculations based on 5.5 ton GVM

Max. Speed (km/h)		118	112	128	121
Gradeability tanθ (%)		53.5	57.4	48.5	51.9
Transmission Gear Ratio	Model	M550			
	1st	4.981			
	2nd	2.911			
	3rd	1.556			
	4th	1.000			
	5th	0.738			
	Rev.	4.625			
Rear Axle	Gear Ratio	4.625	4.875	4.625	4.875
Tire size		205/75R16		7.00R16	

◆ ENGINE

1. Model	N04C-VB
2. Max. output;(ISO NET)	110 kW {150 PS} at 2, 800 r/min
3. Max. torque;(ISO NET)	420 N·m {42.8 Kgf·m} at 1,400 r/min
4. Max. engine speed	3,100 r/min
5. Type	Diesel, 4-cy., vertical, 4-cyl.,in-line, overhead valve, water cooled
6. Combustion system	Direct injection type
7. Bore and stroke	104 x 118 mm
8. Piston displacement	4.009 L
9. Compression ratio	18.0
10. Fuel injection system	Electronic control commonrail type
11. Air intake system	Turbo-intercooled, stack type air intake
12. Air cleaner	Paper element
13. Altitude compensator	Equipped (for XZU650L only)
14. Fan clutch	Equipped

◆ CLUTCH

1. Type	Dry single plate, diaphragm type with damper springs
2. Facing material	Semi-mold
3. Facing outside diameter	325 mm
4. Facing lining area	483 cm² x 2
5. Control	Hydraulic control with auto adjuster

◆ TRANSMISSION

1. Type	Five forward and one reverse speeds, overdrive,synchromesh 1st - 5th
2. Control	Mechanical

◆ PROPELLER SHAFT

1. Tube outside diameter x thickness	82.6 x 2.3 mm

◆ FRONT AXLE

1. Type	Reversed Elliot, " I " section beam

◆ REAR AXLE

1. Type	Full-floating, single reduction, single speed by hypoid gearings

◆ SERVICE BRAKE

For XZU600L

1. Type	Hydraulic system with two leading shoes for front wheels and dual two leading shoes for rear
2. Control	Vacuum assist, dual circuits
3. Wheel brake ass'y	
Front: Drum diameter x Lining width	320 x 83 mm
Rear: Drum diameter x Lining width	320 x 83 mm

For XZU650L

1. Type	Hydraulic system with disc brake for front and drum brake for rear with auto brake shoe adjuster
2. Control	Vacuum assist, dual circuits
3. Wheel brake ass'y	
Front: Disc diameter	296 mm
Pad effective area	78 cm² x 2
Rear: Drum diameter x Lining width	320 x 83 mm
4. ABS system	Equipped

◆ PARKING BRAKE

1. Type	Mechanical, internal expanding acting on transmission output shaft

◆ EXHAUST BRAKE

1. Type	Electric-vacuum actuator with valve in exhaust pipe

◆ STEERING

1. Type	Telescopic and tilt steering column with locking device, recirculating ball with hydraulic booster integral type
2. Gear ratio	22.6

◆ FRONT SUSPENSION

1. Type	Semi-elliptic leaf springs with double acting ahock absorbers
2. Dimensions of springs Span x Width	1,250 x 70 mm

◆ REAR SUSPENSION

1. Type	Semi-elliptic main and auxiliary leaf spring with double acting shock absorbers
2. Dimensions of springs Span x Width	
Main springs	1,300 x 70 mm
Auxiliary springs	900 x 70 mm

◆ WHEELS AND TIRES

1. Wheel type	5-stud disc wheel
2. Tire & Rim size	
For XZU600L	205/75R16-113/111 16 x 51/2K-E
For XZU650L	7.00R16-10 16 x 5.50F
3. Number of tires	7 (including one spare tire)
4. Spare tire carrier	Equipped (ROH)

◆ FUEL TANK

1. Capacity	80 L (for XZU600L only) 100L (for XZU650L only)
2. Pre-fuel filter & Sedimenter	Equipped

◆ **CHASSIS FRAME**

1. Type	Ladder-shaped channel section side rails
2. Chassis width at rear	700 mm
3. Max. section (depth x flange x thickness)	180 x 65 x 6.0 mm
4. Tensile strength	440 N/mm² {45 kgf/mm²}
5. Towing hooks	Equipped at front and rear
6. Front bumper	Resin made

◆ **CAB**

1. Type	Forward control, all steel welded construction with torsion bar tilt mechanism
2. Windshield glass	Laminated, tinted glass
3. Seating capacity	Three
4. Seat	
Driver's	4-way adjustable, urethane foam pads, high-back seat
Assistant's and center passenger's	Integrated type, urethane foam pads
5. Seat cover	Vinyl cover
6. Seat belt	
Driver's	3-point type with ELR (for XZU600L only)
	3-point type with ELR and pre-tensioner (for XZU650L only)
Assistant's	3-point type with ELR
Center passenger's	2-point type with NR
7. Seat back pocket, console	Pocket (on driver's seat)
8. Cab trim	Semi-trimmed
9. Sun visor	Driver's side
10. Windshield wipers	Electric, dual wipers, intermittent and 2-speed
11. Outside rear view mirrors	Convex type, long stay
12. Inside rear view mirror	Flat type
13. Car heater and defroster	Boost ventilator (without heater)
14. Radiator grill	Resin made
15. Car audio	Antenna and 2 speakers
16. SRS air bag	Equipped (for driver) (for XZU650L only)
17. Door lock	Manual type
18. Cigarette lighter	Equipped
19. Others	
Ash tray	1-pc (without lamp)
Door pocket (Both side)	Equipped
Assist. grip	Driver 1 + assistant 1
Coat hook	Equipped
Pen holder	Equipped

◆ **INSTRUMENTS**

1. Meters and gauges
   - km-kg system
   - Speedometer
   - Engine tachometer
   - Fuel gauge
   - Coolant temperature gauge
2. Warning, pilot lamps and buzzers
   - Engine oil pressure warning lamp
   - Battery charge warning lamp
   - Vacuum pressure warning buzzer
   - Brake oil level warning lamp & buzzer
   - Engine control failure warning lamp
   - SRS air bag system failure warning lamp (for XZU650L only)
   - ABS system failure warning lamp (for XZU650L only)
3. Switches
   - Lighting switch
   - Directional indicator, dimmer and passing switch
   - Room lamp switch
   - Hazard lamp switch
   - Wiper and washer switch
   - Exhaust brake switch
   - Courtesy switch (for driver's door)
4. Others
   - One-key starting-stopping
   - Horn button

◆ **ELECTRICAL EQUIPMENT**

1. Type	24 volt, negative earth
2. Batteries	
Number per vehicle	12 V x 2, series-connection
Capacity	216 kC {60 A·h} at 20-hour rate
3. Alternator	
Type	With built-in rectifier and voltage regulator
Capacity	24 V - 60 A
4. Starter	
Type	Pinion shift
Capacity	24 V, 4.5 kW
5. Lamps	Headlamps Clearance lamps License plate lamp Stop/Tail lamps Directional indicator and hazard lamps Room lamp Back-up lamp
6. Horn	Electric horn
7. Diagnoses Connector	Equipped

◆ **OPTIONAL EQUIPMENT**

■ **ENGINE**

1. Engine revolution control lever for body equipment	☐ Equipped
2. Glow plugs	☐ Equipped
3. Altitude compensator	☐ Equipped (for XZU600L only) ☐ Not equipped (for XZU650L only)

■ **SERVICE BRAKE**

1. Front disk brake	☐ 296 mm diameter disc (for XZU600L only)
2. Front drum brake	☐ 320 X 83 mm (for XZU650L only)
3. Rear drum brake	☐ 320 x 83 mm with auto brake shoes adjuster (for XZU600L only) ☐ 320 X 83 mm (for XZU650L only)
4. LSPV	☐ Equipped

5. ABS system	☐ Equipped (for XZU600L only) ☐ Not equipped (for XZU650L only)	16. Ash tray	☐ 2-pc (without lamp)
6. ES start	☐ Equipped	17. Asisst. grip	☐ Driver 1 + assistant 2
■ **CAB**		■ **INSTRUMENTS**	
1. Assistant's and centerpassenger seat	☐ Separate type	1. Instrument panel	☐ Silver color
2. Seat cover	☐ Fabric cover	2. Tachograph	☐ Equipped (1-week)
3. Seat back pocket, console	☐ Pocket (on driver's seat) + tray with cup holder (on center passenger's seat)	3. Courtesy switch	☐ Equipped (for driver's and assistant's door)
4. Seat belt pre-tensioner	☐ Equipped (for driver's seat) (for XZU600L only) ☐ Not equipped (for driver's seat) (for XZU650L only)	4. Immobilizer	☐ Equipped
5. Cab trim	☐ Semi trim and back trim lower	■ **ELECTRICAL EQUIPMENT**	
6. Power window	☐ Equipped	1. Fluorescent lamp	☐ Equipped
7. Outside rear view mirrors	☐ Aspherical type, long stay ☐ EC type, long stay with heater and rremorte control	2. Fog lamp	☐ White halogen ☐ Yellow halogen
8. Front under mirror	☐ Equipped	3. Battery	☐ 288 kC {80 A·h} at 20-hour rate
9. Sun visor	☐ Driver's and assistant's	4. Battery cover	☐ Equipped
10. Over-head console	☐ Driver's and assistant's	5. Alternator	☐ 24V-80A
11. Air conditioner	☐ Equipped ☐ Equipped (with pollen filter)	6. Buck-up warning buzzer	☐ Equipped
12. Car heater	☐ Equipped (with warm up switch)	■ **OTHERS**	
13. Door lock	☐ Electrical type (for assistant's door)	1. Fuel tank capacity	☐ 80L (local tank) (for XZU600L only) ☐ 100L (local tank) (for XZU650L only)
14. Car audio	☐ AM/FM radio (2 speakers) ☐ AM/FM radio with CD player (2 speakers)	2. Fuel tank cap key	☐ Equipped
15. SRS air bag	☐ Equipped (for driver) (for XZU600L only) ☐ Not equipped (for XZU650L only)	3. Transmission P.T.O and control	☐ Elec. Control 25kgm ☐ Elec. Control 25kgm with dump lever
		4. Stabilizer	☐ Equipped (for front)
		5. Front suspension type	☐ Reinforced type
		6. Rear suspension type	☐ Reinforced type
		7. Front bumper	☐ Equipped (painted) ☐ Equipped (plating)
		8. Ragiator grill	☐ Equipped (painted) ☐ Equipped (plating)
		9. Tool box	☐ Equipped
		10. Refrigerator kit	☐ Equipped (with compressor bracket)

■PACKAGE OPTION

XZU600L & XZU650L

Refrigerator kit - Package

	Set1	Set2
Refrigerator kit	Equipped (with compressor bracket)	Not equipped
Air conditioner	Equipped or Equipped (with pollen filter)	Equipped , Equipped (with pollen filter) or Not equipped
Alternator	24V-80A	24V-60A or 24V-80A
Car heater	Equipped (with warm up switch)	Boost ventilator (without heater) or Equipped (with warm up switch)

Assistant's and center passenger's seat back - Package

	Set1	Set2
Assistant's and center passenger's seat back	Integration type	Separate type
Seat back pocket, console	Pocket (on driver's seat) + tray with cup holder (on center passenger's seat)	Pocket (on driver's seat)

SRS air bag - Package

	Set1	Set2
SRS air bag	Equipped (for driver and assistat)	Equipped (for driver)
Seat belt pre-tensioner	Equipped	Not equipped

ABS system - Package

	Set1	Set2
ABS system	Equipped	Not equipped
Front wheel brake	296mm diameter disc	296mm diameter disc or 320 x 83mm drum
LSPV	Not equipped	Equipped or Not equipped

Front wheel brake - Package

	Set1	Set2
Front wheel brake	296mm diameter disc	320 x 83mm drum
Rear wheel brake	320 x 83mm drum with auto brake shoes adjuster	320 x 83mm drum

Car heater - Package

	Set1	Set2
Car heater	Boost ventilator (without heater)	Equipped (with warm up switch)
Air conditioner	Not equipped	Equipped , Equipped (with pollen filter) or Not equipped

ES Start - Package

	Set1	Set2
ES Start	Equipped	Not equipped
Courtesy switch	Equipped (for driver's and assistant's door)	Equipped (for driver's door)

ABS system - Package

	Set1	Set2
ABS system	Equipped	Not equipped
ES start	Equipped or Not equipped	Not equipped

XZU600L only

Destination - Package

	Set1		Set2	
Destination	Costarica		Ecuador	
Immobilizer	Equipped or Not equipped		Equipped or Not equipped	
CKD	CBU		CKD	
Car heater	Boost ventilator (without heater)	Equipped (with warm up switch)	Boost ventilator (without heater)	Equipped (with warm up switch)
Glow plug	Not equipped	Equipped or Not equipped	Not equipped	Not equipped
Altitude compensator	Equipped		Equipped	
Fuel tank capacity	80L		80L (Local tank)	
Front wheel brake	296 mm diameter disc		296 mm diameter disc or 320 x 83mm drum	
LSPV	Not equipped		Equipped or Not equipped	
ABS system	Equipped		Not equipped	
ES start	Equipped or Not equipped		Not equipped	
Courtesy switch	Equipped (for driver's door) or Equipped (for driver's and assistant's door)		Equipped (for driver's door)	
SRS air bag	Not equipped		Not equipped	

Destination - Package

	Set3		Set4	Set5	
Destination	Panama		Guatemara	Others	
Immobilizer	Equipped or Not equipped		Equipped or Not equipped	Not equipped	
CKD	CBU		SKD	CBU or CKD or SKD	
Car heater	Boost ventilator (without heater)	Equipped (with warm up switch)	Boost ventilator (without heater)	Boost ventilator (without heater)	Equipped (with warm up switch)
Glow plug	Not equippe	Equipped or Not equipped	Not equipped	Not equipped	Equipped or Not equipped
Altitude compensator	Equipped		Equipped	Equipped or Not equipped	
Fuel tank capacity	80L		80L	80L	
Front wheel brake	296 mm diameter disc		296 mm diameter disc	296 mm diameter disc or 320 x 83mm drum	
LSPV	Not equipped		Not equipped	Equipped or Not equipped	
ABS system	Equipped		Equipped	Equipped or Not equipped	
ES start	Equipped or Not equipped		Equipped or Not equipped	Not equipped	
Courtesy switch	Equipped (for driver's door) or Equipped (for driver's and assistant's door)		Equipped (for driver's door) or Equipped (for driver's and assistant's door)	Equipped (for driver's door)	
SRS air bag	Not equipped		Not equipped	Equipped (for driver) or Not equipped	

XZU650L only

Destination - Package

	Set1		Set2	
Destination	Costarica		Ecuador	
Immobilizer	Equipped or Not equipped		Equipped or Not equipped	
CKD	CBU		CKD	
Refrigerator kit	Equipped (with compressor bracket) or Not equipped		Not equipped	
Altitude compensator	Equipped		Equipped	
Fuel tank capacity	100 L		100 L (Local tank)	
Front wheel brake	296mm diameter disc		296mm diameter disc or 320 x 83mm drum	
LSPV	Not equipped		Equipped or Not equipped	
ABS system	Equipped		Not equipped	
ES start	Equipped or Not equipped		Not equipped	
Courtesy switch	Equipped (for driver's door) or Equipped (for driver's and assistant's door)		Equipped (for driver's door) or	
Fog lamp	White halogen , Yeallow halogen or Not equipped		White halogen , Yeallow halogen or Not equipped	
SRS air bag	Not equipped		Not equipped	
Car heater	Boost ventilator (without heater)	Equipped (with warm up switch)	Boost ventilator (without heater)	Equipped (with warm up switch)
Glow plug	Not equipped	Equipped or Not equipped	Not equipped	Not equipped

Destination - Package

	Set3		Set4	
Destination	Venezuela		Panama	
Immobilizer	Equipped or Not equipped		Equipped or Not equipped	
CKD	SKD		CBU	
Refrigerator kit	Equipped (with compressor bracket) or Not equipped		Equipped (with compressor bracket) or Not equipped	
Altitude compensator	Equipped		Equipped	
Fuel tank capacity	100L		100L	
Front wheel brake	296mm diameter disc		296mm diameter disc	
LSPV	Not equipped		Not equipped	
ABS system	Equipped		Equipped	
ES start	Equipped or Not equipped		Equipped or Not equipped	
Courtesy switch	Equipped (for driver's door) or Equipped (for driver's and assistant's door)		Equipped (for driver's door) or Equipped (for driver's and assistant's door)	
Fog lamp	White halogen or Not equipped		White halogen , Yeallow halogen or Not equipped	
SRS air bag	Equipped		Not equipped	
Car heater	Boost ventilator (without heater)	Equipped (with warm up switch)	Boost ventilator (without heater)	Equipped (with warm up switch)
Glow plug	Not equipped	Equipped or Not equipped	Not equipped	Equipped or Not equipped

Destination - Package

	Set5	Set6	Set7	
Destination	Peru	Guatemara	Others	
Immobilizer	Equipped or Not equipped	Equipped or Not equipped	Not equipped	
CKD	CBU	SKD	CBU , CKD or SKD	
Refrigerator kit	Equipped (with compressor bracket) or Not equipped	Equipped (with compressor bracket) or Not equipped	Equipped (with compressor bracket) or Not equipped	
Altitude compensator	Equipped	Equipped	Equipped or Not equipped	
Fuel tank capacity	100 L	100 L	100 L	
Front wheel brake	296mm diameter disc	296mm diameter disc	296mm diameter disc or 320 x 83mm drum	
LSPV	Equipped or Not equipped	Not equipped	Equipped or Not equipped	
ABS system	Equipped or Not equipped	Equipped	Equipped or Not equipped	
ES start	Equipped or Not equipped	Equipped or Not equipped	Not equipped	
Courtesy switch	Equipped (for driver's door) Equipped (for driver's and assistant's door)	Equipped (for driver's door) Equipped (for driver's and assistant's door)	Equipped (for driver's door)	
Fog lamp	White halogen , Yeallow halogen or Not equipped	White halogen , Yeallow halogen or Not equipped	White halogen , Yeallow halogen or Not equipped	
SRS air bag	Not equipped	Not equipped	Equipped or Not equipped	
Car heater	Equipped (with warm up switch)	Boost ventilator (without heater)	Boost ventilator (without	Equipped (with warm up switch)
Glow plug	Equipped	Not equipped	Not equipped	Equipped or Not equipped

Power window - Package

	Set1	Set2
Power window	Equipped	Not equipped
Door lock	Electrical type (for assistant's door)	Manual type
Transmission P.T.O and control	Elect. Control 25kgm , Elect. Control 25kgm with dump lever or Not equipped	Elect. Control 25kgm or Not equipped

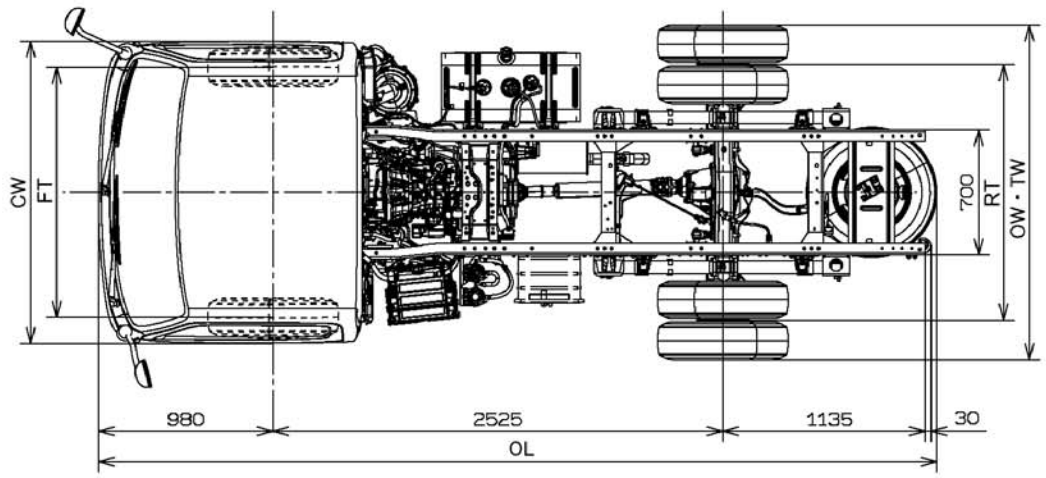
Outside rear view mirrors - Package

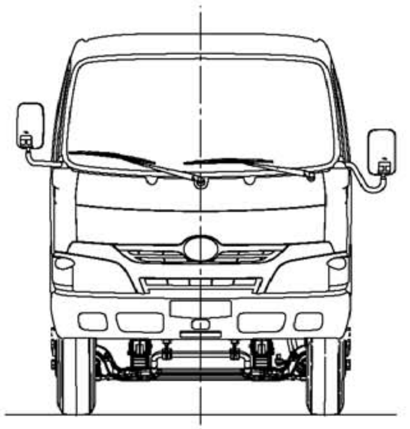
	Set1	Set2	Set3
Outside rear view mirrors	Movable aspherical type	Movable convex type	EC type with heater and remote control
Under mirror	Equipped	Not equipped	Not equipped

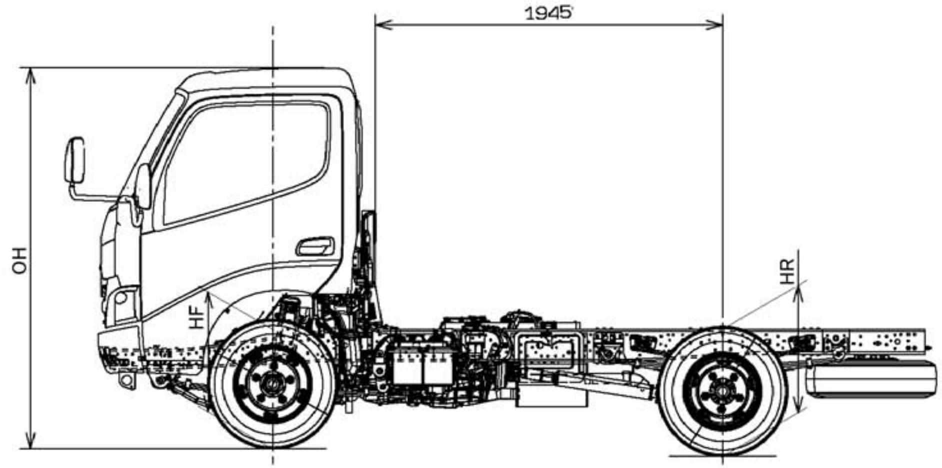
Note: All specifications of the products are with normal manufacturing allowances and tolerances.
Hino Motors, Ltd. reserve the right to alter specifications at any time without previous notice.
Figures of axle capacity can be changed by the operating conditions and specifications of equipments concerned
When selecting optional equipment, consult Hino technical staff as the adaptation of some of the optional equipment on production line may require an extra lead time.

TIRE SIZE		OL	OW	CW	TW	OH	FT	RT	HF	HR
FR	RR	(※)								
205/75R16	205/75R16	4710	1870	1695	1870	2110	1400	1435	635	705
7.00R16-10	7.00R16-10	4740	1860	1695	1860	2140	1400	1435	665	735
7.00R16-12	7.00R16-12	4740	1860	1695	1860	2145	1400	1435	670	735

(※) NOTE : 1. Figures marked "※ "dimensions are measured in parallel with the surface of the ground.
2. All dimensions are to standard specifications.





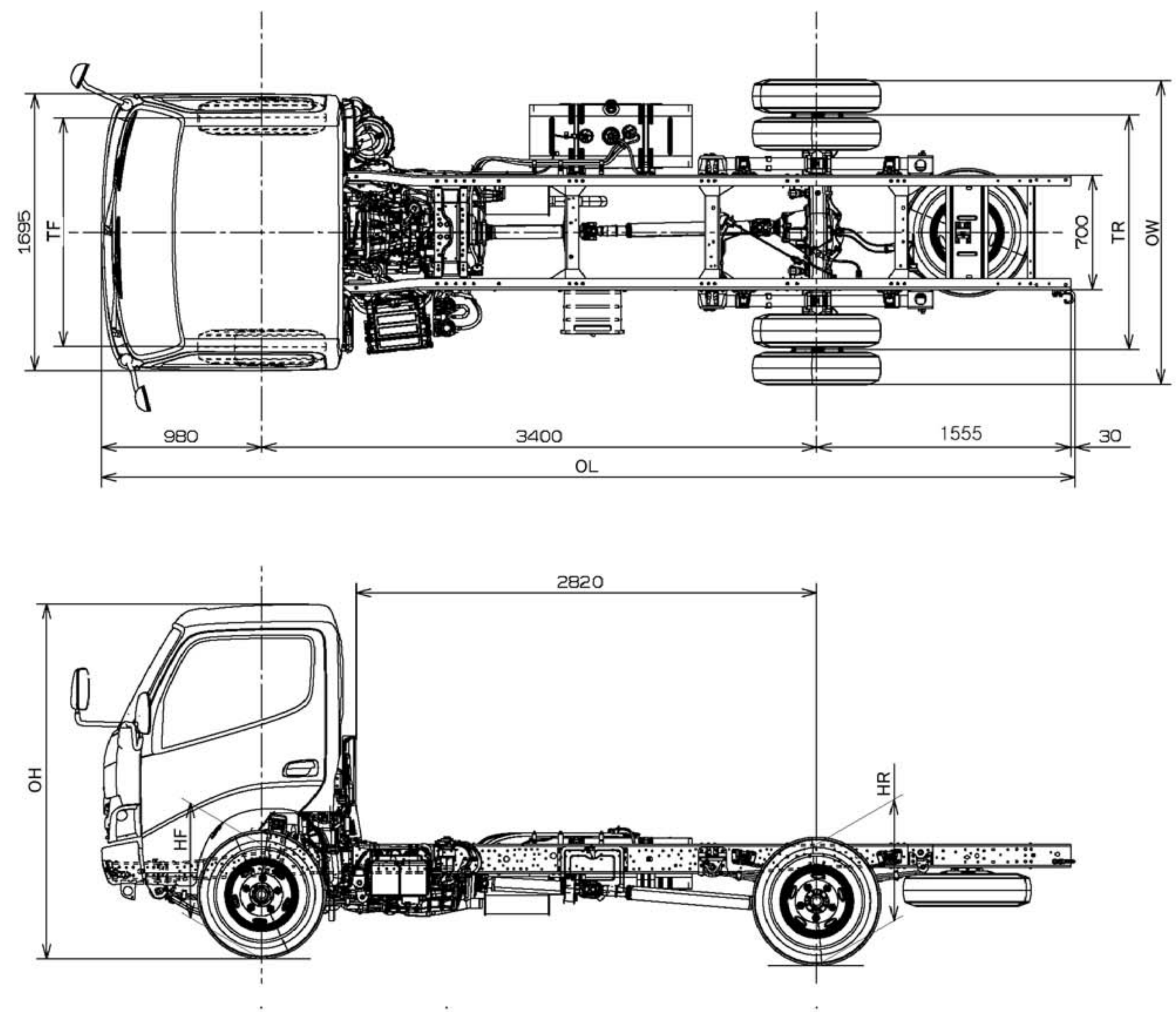


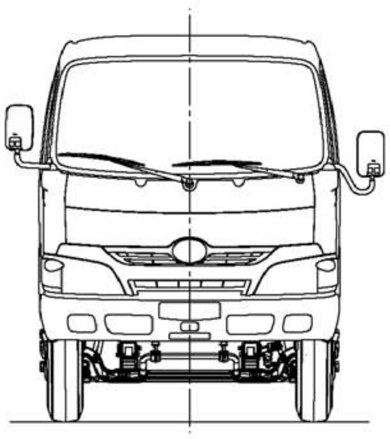
MODEL:XZU600L-HKMML3

DRAWING No.: CDRXZ583A

TIRE SIZE		OL	OW	OH	FT	RT	HF	HR
FR	RR	(※)						
7.00R16-10	7.00R16-10	5965	1860	2140	1400	1435	665	735
7.00R16-12	7.00R16-12	5965	1860	2140	1400	1435	665	735

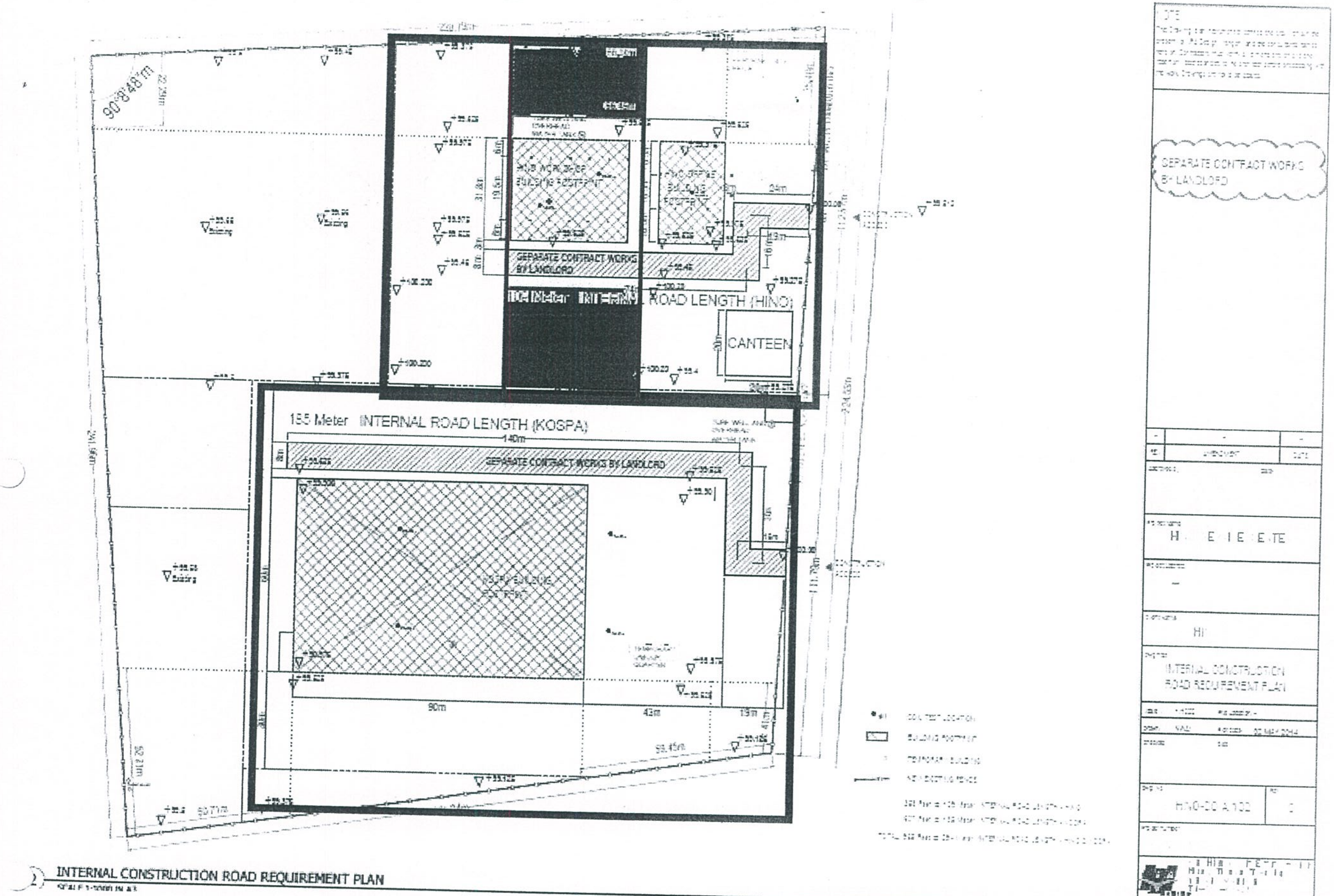
(※) NOTE : 1. Figures marked "※ "dimensions are measured in parallel with the surface of the ground.
2. All dimensions are to standard specifications.





MODEL:XZU650L-HKMML3

DRAWING No.: CDRXZ577A



INTERNAL CONSTRUCTION ROAD REQUIREMENT PLAN

Prepare tools

Catalog	Name	Quantity	Unit	Purpose
Glue	pneumatic gun	2	pcs	Wipe glue
	plastic rubber head	4	pcs	
	knife	1	pcs	Clean superfluous glue
Clean	White cloth	2	pcs	Soak HG81/83 And alcohol
	Soft paper	1	pcs	Clean wipe
	Alcohol	1~3	kg	Clean the profile
Punching	Φ4.8 waterproof Lantern rivet	some	pcs	Fix floor profile and door frame
	Gimlet	1	pcs	punching
	DrillΦ5	1	pcs	punching
Polish	Impeller	1	pcs	Polish the inside of the door frame
	400mesh sand paper	4	pcs	Polish the profile
Position and measurement	Tape ruler	1	pcs	Measure the dimension
	Right angle ruler	1	pcs	Measure the right ruler
	Pencil	1	pcs	Marking
	Set the angle	2	pcs	Fix the front and side panels
	Jigs	some	pcs	Fix panels
	Jack	some	pcs	Fix the Floor profile
	Plywood 200*200*4	some	pcs	Fix the Floor profile
	Iron bench	2~4	pcs	Place the flooring.

SUMMIT SPA MOTROS LIMITED

- PLOT NO 8, AREA WARD(505), YAY TALA POUNG VILLAGE, HLEGU TOWNSHIP,YANGON
- TOTAL LAND AREA 4.91 ACRES





PROJECT LOCATION

SUMMIT SPA MOTROS LIMITED



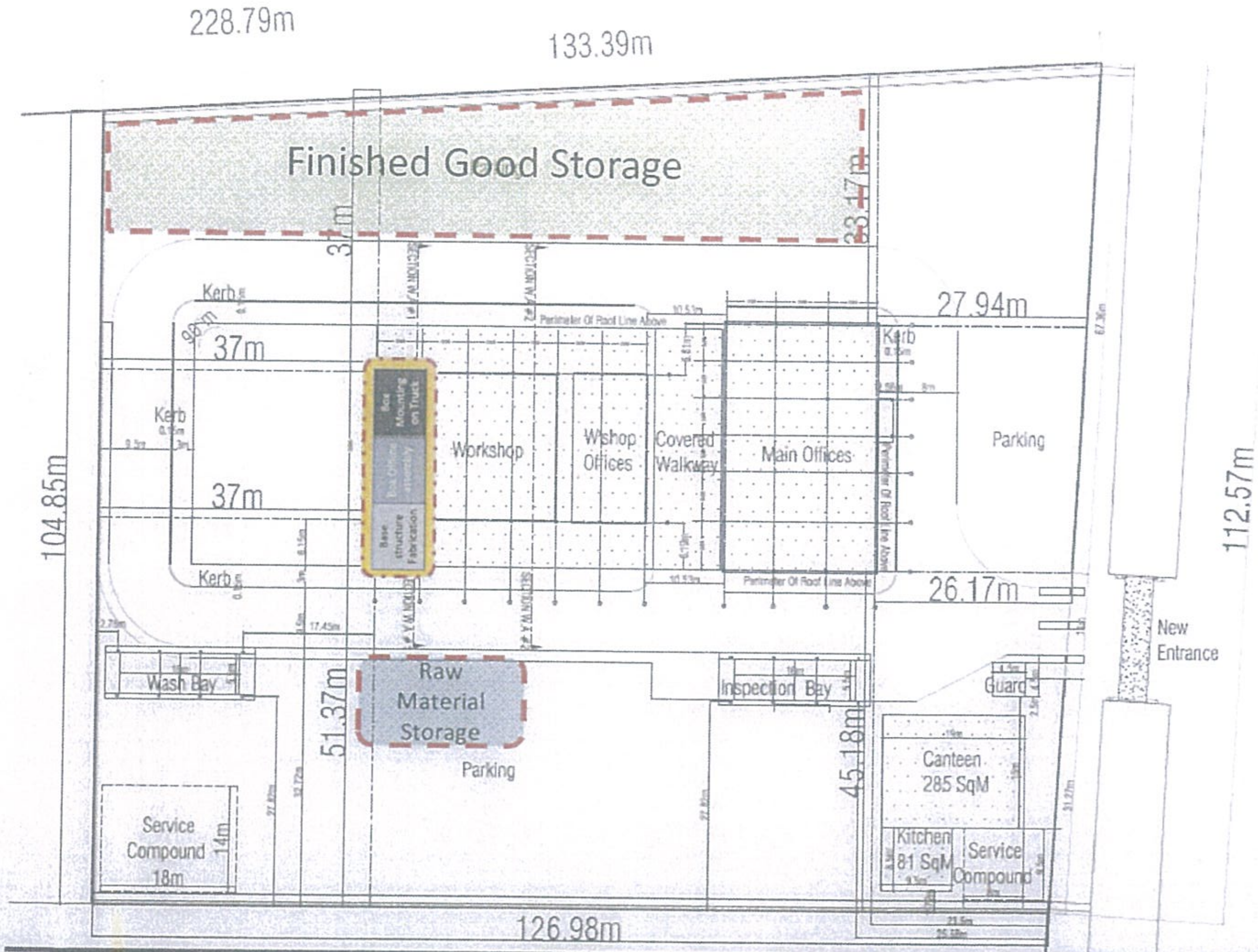


Visual Impression of Project (Front View)

SUMMIT SPA MOTROS LIMITED



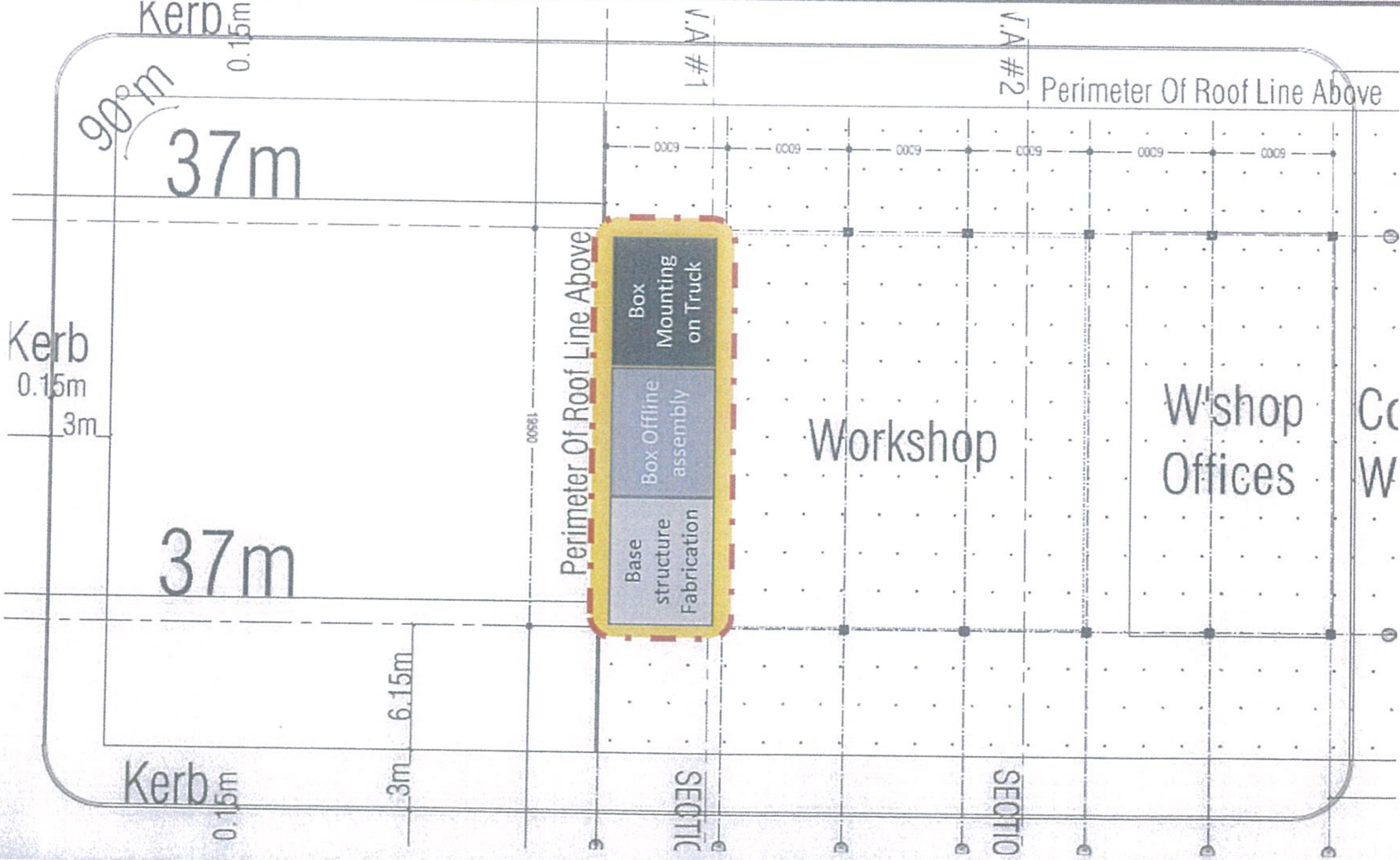
HINO Authorized Distributor - Summit SPA Motors, Ltd.
Maintenance Facility & Capability

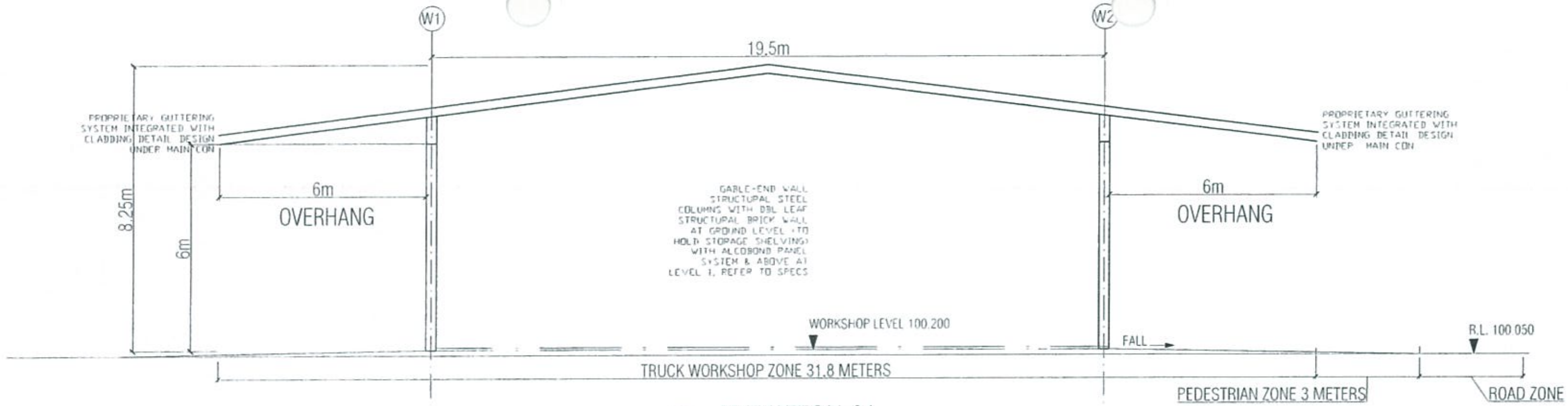


- **Total area :** > 14,000 Sq. Mtr
- **No.of bay Available :** 4 bays
- **Bay Size :** 19 M Long x 6 M wide
- **Space identified for box assembly :** 114 Sq. Mtr (Single Bay)
- **Resources :** 19 Skilled Mechanics
- **Semi Skilled Welder :** 1 Person available
- **Base structure Fabrication** : 36 Sq. Mtr (6x6 Mtr)
- **Box offline assembly :** 36 Sq. Mtr (6x6 Mtr)
- **Box Mounting on Truck :** 36 Sq. Mtr (6x6 Mtr)

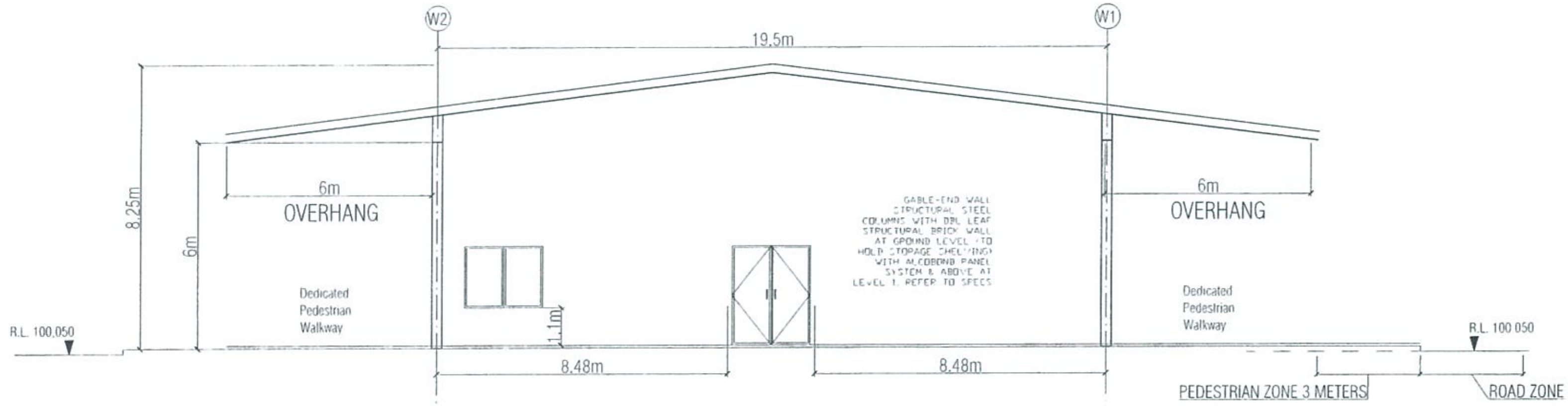
HINO Authorized Distributor - Summit SPA Motors, Ltd.
Maintenance Facility & Capability



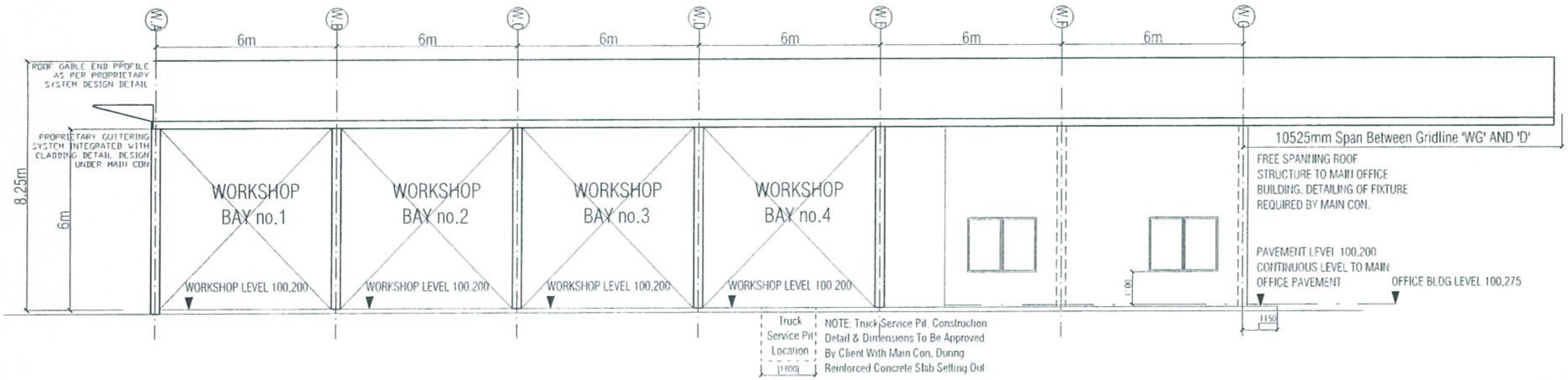

Kerb
0.15m
90°m
37m
Perimeter Of Roof Line Above
V.A #1
V.A #2
Kerb
0.15m
3m
Box Mounting on Truck
Box Offline assembly
Base structure Fabrication
Workshop
W'shop Offices
37m
6.15m
3m
Kerb
0.15m
SECTIO
SECTIO



A ELEVATION-01
SCALE 1:150 IN A3



B ELEVATION-02
SCALE 1:150 IN A3



B ELEVATION-02
SCALE 1:150 IN A3

3 ELEVATIONS - SERVICE BAY
SCALE 1:150 IN A3

NOTE:

This Drawing is an instrument of service and shall remain the property of SPA Design (Yangon) and the consultants named here on. Contractors must verify all dimensions on site and report any discrepancies to the architect before proceeding with the work. Drawings are not to be scaled.

KEY PLAN

REV	AMENDMENT	DATE
-	-	-

Approved by Date

Project Name: HINO SERVICE CENTER

Project Address: -

Client Name: HINO

Dwg Title: ELEVATIONS-MAIN OFFICE

Scale: 1:150 File Location: -

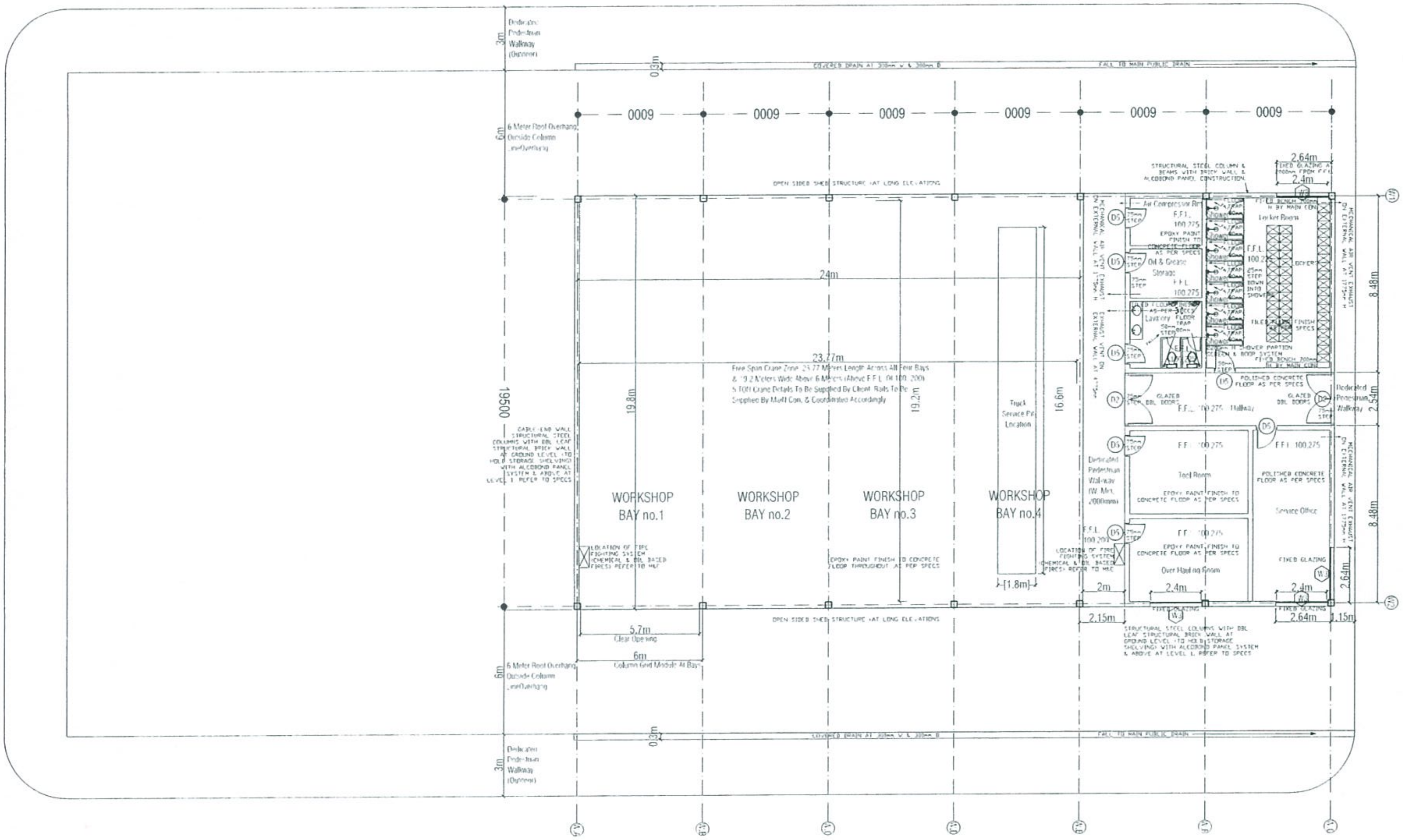
Drawn: JAMES Plot Date: 12 APRIL 2014

Checked Date

Dwg. No.: HINO-SC/A/302.1 Rev: 0

Project number: 2013.12

SPA DESIGN
Pun Hlaing Golf Estate Avenue
Hlaing Tharyar Township,
Yangon, Myanmar.
Tel-951-684030



KEY PLAN

REV	AMENDMENT	DATE
-	-	-

Approved by | Date

Project Name: HINO SERVICE CENTER

Project Address: -

Client Name: HINO

Dwg Title: FLOOR PLAN- SERVICE/WORKSHIP OFFICE

Scale: 1:200 | File Location: -

Drawn: JAMES | Plot Date: 12 MAY 2014

Checked | Date

Dwg No: HINO-SC/A/202.1 | Rev: 0

Project number: 2013.12

SPA DESIGN
Pun Hlaing Golf Estate Avenue
Hlaing Tharyar Township,
Yangon, Myanmar.
Tel-951-684030

(4) FLOOR PLAN - SERVICE/ WORKSHOP OFFICE
SCALE 1:200 IN A3

JOINT VENTURE AGREEMENT

BY AND BETWEEN

ELITE MATRIX INTERNATIONAL LIMITED

AND

FIRST MYANMAR INVESTMENT COMPANY LIMITED

AND

SUMITOMO CORPORATION

IN RELATION TO

“SUMMIT SPA MOTORS LIMTED”

JOINT VENTURE AGREEMENT

This Agreement is made this 18th day of December, 2013 by and between:

Elite Matrix International Ltd., a company organized and existing under the laws of the British Virgin Islands and having its registered office at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands ("Elite Matrix");

First Myanmar Investment Co. Ltd., a company organized and existing under the laws of Myanmar and having its registered office at FMI Centre, Levels 10 – 11, 380 Bogyoke Aung San Road, Pabedan Township, Yangon, Myanmar ("FMI"),

(together with Elite Matrix, the "SPA Parties");

and

Sumitomo Corporation, a company organized and existing under the laws of Japan and having its principal place of business at 8-11, Harumi 1-chome, Chuo-ku, Tokyo, Japan ("SC"),

WITNESSETH:

Whereas, Elite Matrix and FMI are, among other things, engaged in the business of automotive in the Country (as defined below);

Whereas, SC is, among other things, engaged in the business of sales, marketing and distribution of Hino brand trucks and body assembly and mounting of trucks and buses; and

Whereas, the Parties (as defined below) desire to establish and operate a joint venture company ("SUMMIT SPA MOTORS") to conduct the Business (as defined below) in the Country and to inter alia (i) contribute to the Country's economic and infrastructural development through distribution of high-quality Hino brand trucks and buses and provision of various truck and bus body assembly and mounting in the Country; (ii) assist in environmental conservation through introduction of environmentally-friendly Hino brand trucks and buses in the Country; and (iii) improve truck and bus users' business and economic development by providing high-quality services for trucks and buses (targeting any brand).

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

Part I

DEFINITIONS AND INTERPRETATION

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context clearly requires otherwise, the following terms shall have the following meanings:

(a) "Affiliate" means, in relation to any person, any other person that is controlled by, controlling or under common control with, such person. For the purposes of this definition a company shall be treated as being controlled by a person if that person (i) directly or indirectly holds more than 50 per cent. of the equity interest or voting rights of such company, and/or (ii) controls the composition of the majority of the board of directors or equivalent body of such company and/or (iii) is able, by contract or otherwise, to generally direct the management and operations of such company.

(b) "Articles" means the memorandum and articles of association of SUMMIT SPA MOTORS;

(c) "Board" or "Board of Directors" means the board of directors of SUMMIT SPA MOTORS;

(d) "BOD Reserved Matters" means the matters listed in clause 5.7;

(e) "Business" means the import, wholesale and retail sale of the Products, the provision of the Services, and body assembling and mounting;

(f) "Business Plan" means the annual business plan of SUMMIT SPA MOTORS (including the budget) in the form as mutually agreed upon by the Parties;

(g) "Closing" means the date that the Parties subscribe for the initial Shares pursuant to clause 3.1 upon the fulfillment of the conditions set out in clause 3.2;

(h) "Company Registration Certificate" means the temporary certificate of incorporation issued by DICA evidencing the due incorporation and registration of SUMMIT SPA MOTORS with DICA;

(i) "Country" means the Republic of the Union of Myanmar;

(j) "Designated Account" means the account selected by the Parties for payment of the DICA Remittance Amount in accordance with any conditions or requirements imposed by DICA;

(k) "DICA" means the Directorate of Investment and Company Administration of the Country;

(l) "DICA Remittance Amount" means the portion of the initial share capital required by DICA to be remitted into a sundry account with a Myanmar bank or any other financial institution prescribed by DICA for accepting such remittances prior to the issue of the final Company Registration Certificate;

(m) "Director" means a director of SUMMIT SPA MOTORS;

(n) "Effective Date" means the date on which this Agreement shall become effective pursuant to clause 19.1;

(o) "Event of Default" shall have the meaning set forth in clause 20.1;

(p) "Hino" means Hino Motors, Ltd., a company organized and existing under the laws of Japan and having its principal place of business at 3-1-1, Hino-dai, Tokyo, Japan;

(q) "MIC" means the Myanmar Investment Commission;

(r) "MIC Approval" means the permit and decision to be issued by the MIC approving the establishment of SUMMIT SPA MOTORS and the implementation of the Project and the Business as may be applicable;

(s) "Permit to Trade" means the general business license issued by DICA for SUMMIT SPA MOTORS to carry on business as a foreign-invested company in Myanmar or any temporary general business licence;

(t) "Products" means Hino-brand trucks, buses and spare parts;

(u) "Services" means after-sales servicing, body assembly and mounting of trucks and buses of any brand;

(v) "Share" or "Shares" means the share or shares of stock of SUMMIT SPA MOTORS;

(w) "Shareholder" means any Party holding Shares in SUMMIT SPA MOTORS;

(x) "Shareholding Ratio" means in relation to a Party a ratio that the number of the Shares owned by that Party bears to the total number of the Shares then issued and outstanding;

(y) "Shareholder Reserved Matters" means the matters listed in clause 4.9; and

(z) "Party" or "Parties" means the party or parties to this Agreement;

1.2 Interpretation

In this Agreement and the recitals above,

(a) unless the context otherwise requires:

1. references to the singular number shall include the plural number and vice versa;
2. reference to clauses, sections, Exhibits or Schedules are references to the clauses, sections, Exhibits or Schedules of this Agreement;

(b) Any reference to this Agreement or any other agreement or deed or document shall be construed as a reference to this Agreement or, as the case may be, such other agreement or deed or document as the same may be or have been or may from time to time be amended, modified, varied or supplemented.

(c) Any reference to "law" includes common law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure in any jurisdiction or any present or future directive, regulation, request or requirement (in each case, having the force of law);

(d) Any reference to a specified time shall be to that time in Yangon;

(e) the Exhibits, Schedules and other attachments to this Agreement form an integral part of

this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and all references to this Agreement shall include the Exhibits, Schedules and other attachments to this Agreement; and

(f) the headings of clauses used in this Agreement are for convenience only and have no effect in the interpretation of this Agreement.

Part II

ESTABLISHMENT OF SUMMIT SPA MOTORS

2. Form and Characteristics of SUMMIT SPA MOTORS

2.1 Form and Characteristics

Subject to the terms and conditions in this clause 2, the Parties shall cause SUMMIT SPA MOTORS to be incorporated under the laws of the Country as soon as practicable after the Effective Date. The form and characteristics of SUMMIT SPA MOTORS shall be as follows:

(a) Form	:	Company Limited by Shares (limited liability company);
(b) Name	:	SUMMIT SPA MOTORS;
(c) Registered Office	:	Levels 10 – 11, FMI Centre, 380 Bogyoke Aung San Road, Pabedan Township, Yangon, Republic of the Union of Myanmar;
(d) Principal objects and purposes	:	To conduct the Business;
(e) Authorized capital	:	USD 10,000,000, divided into 10,000,000 shares of voting common stock; and
(f) Articles	:	To be agreed separately by the Parties, provided that the form thereof shall be consistent with the terms and conditions of this Agreement and be acceptable to DICA.

All expenses incurred in connection with the incorporation of SUMMIT SPA MOTORS, including without limitation the legal fees for preparation of the Articles, registration fees and stamp duties shall be borne by the Parties in proportion to their respective Shareholding Ratios set out in clause 3.1 except to the extent SUMMIT SPA MOTORS is permitted to pay or reimburse such expenses under the laws of the Country.

2.2 Conflict between Articles and this Agreement

In the event of any conflict between the provisions of this Agreement and those of the Articles, then, as between the Parties, the provisions of this Agreement shall prevail and the Parties shall subject to the laws of the Country take all such steps as lie within their respective powers to carry out the intention and terms of this Agreement.

3. Initial Investment

3.1 Initial Investment

Subject to clause 3.2, each Party shall upon the incorporation of SUMMIT SPA MOTORS subscribe to and fully pay for the number of the Shares as set out below:

Name of Shareholder	Number of Shares	Amount Payable	Shareholding
Elite Matrix	600,000	USD 600,000	20%
FMI	600,000	USD 600,000	20%
SC	1,800,000	USD 1,800,000	60%
TOTAL	3,000,000	USD 3,000,000	100%

The payments for the Shares subscribed to by each Party shall be made within ten (10) working days after the date on which the conditions precedent set out in clause 3.2 have been fully satisfied and the bank account for SUMMIT SPA MOTORS has been opened (whichever occurs later), by telegraphic transfer remittance to the bank account of SUMMIT SPA MOTORS in United States Dollars.

3.2 Conditions Precedent to Subscription and Payment

The obligation of each Party to subscribe to and pay for the Shares pursuant to clause 3.1 shall be subject to the satisfaction of all of the following conditions precedent:

(a) **Authority to enter into Agreement** - each Party shall have obtained its related internal approvals authorizing the entry into and performance of the transactions contemplated by this Agreement (as appropriate);

(b) **Obtain the MIC Approval, the Company Registration Certificate and the Permit to Trade** - the MIC Approval, the Company Registration Certificate and the Permit to Trade have been issued to SUMMIT SPA MOTORS on terms acceptable to the Parties, permitting SUMMIT SPA MOTORS to engage in the import, wholesale and retail sale of the Products and the provision of the Services, and have not been cancelled, revoked, changed or deemed null and void;

(c) **DICA Remittance Amount into the Designated Account** - if the final date for satisfaction of the obligation to remit the DICA Remittance Amount into the Designated Account falls on a date prior to the Closing, the Parties shall have paid the DICA Remittance Amount into the Designated Account within the time period required by DICA;

(d) **No Event of Default or action preventing performance** - there exists no Event of Default and no event that with the giving of notice or the lapse of time or both would constitute an Event of Default, nor is there any actual or threatened action or proceeding by or on before any court or other governmental body or agency which shall seek to restrain, prohibit or invalidate the transactions contemplated by this Agreement or the participation of any of the Parties therein; and

(e) **Representations and Warranties** – the representations and warranties of the other Party herein contained shall be true and correct in all respects on and as of the Closing with the same force and effect as though made on and as of the Closing. For the avoidance of doubt, (i) when the Party claiming non-satisfaction of this condition is SC, the "other

Party" shall mean the SPA Parties and (ii) when the Party claiming non-satisfaction of this condition is Elite Matrix or FMI, the "other Party" shall mean SC.

Each Party shall use its reasonable best efforts to ensure the satisfaction of the foregoing conditions precedent as soon as possible. If any of the foregoing conditions precedent is not satisfied within eight (8) months after the Effective Date, the Parties shall discuss with each other the appropriate steps to be taken. If the Parties cannot reach an agreement on such steps within thirty (30) days of meeting to discuss the appropriate steps to be taken, either Party may forthwith terminate this Agreement by written notice to the other Parties without incurring any liability whatsoever.

3.3 Additional Investment

The Shareholders shall, in addition to subscribing for the Shares in clause 3.1 above, make an additional investment to SUMMIT SPA MOTORS as follows, but subject to the final decision by the Parties about the form, and time of additional investment:

Shareholder	Subscription Value (USD)	Additional Investment (USD)	Total (USD)
Elite Matrix	600,000	280,000	880,000
FMI	600,000	280,000	880,000
SC	1,800,000	840,000	2,640,000
		GRAND TOTAL	4,400,000

Part III

ORGANIZATION AND OPERATION

4. **Meetings of Shareholders**

4.1 Place of Meeting

Meetings of Shareholders shall be held at any place within or outside of the Country as designated by the Board of Directors. In the absence of such designation, such meetings shall be held at the principal place of business of SUMMIT SPA MOTORS.

4.2 Annual Meeting

The annual meeting of Shareholders shall be held in Yangon, Myanmar, unless otherwise designated by the Board. At such meetings, the Directors shall be elected, reports of the affairs of SUMMIT SPA MOTORS shall be considered and any other business within the powers of the Shareholders may be considered and approved.

4.3 Convening of Special Meeting

A special meeting of Shareholders for any purpose may be called at any time by any of the Directors.

4.4 Requirements for Convening Notice

Notice of a meeting specifying the place, date and hour of the meeting and general nature of the business to be transacted shall be given not later than twenty-one (21) days before the date of the meeting, personally or by registered air mail or e-mail to each Shareholder

entitled to vote thereat at the address of such Shareholder appearing on the books of SUMMIT SPA MOTORS. Such notice of meeting may be waived by the written consent of all Shareholders of SUMMIT SPA MOTORS.

4.5 Proxies

Each Shareholder may vote its Shares by and through a duly authorized representative or attorney-in-fact. A proxy shall not be valid after the expiration of three (3) months from the date of its execution, regardless of whether the Party executing the same specifies therein the length of time for which it is to continue in force, or limits its use to a particular meeting.

4.6 Meetings of the Shareholders by Means of Telephone or Audio-visual Conference

The meetings of the Shareholders may be conducted by means of telephone or audio-visual conferencing or other methods of simultaneous communication by electronic, telegraphic or other means by which all persons participating in the meeting are able to hear and be heard at all times by all other participants without the need for a Shareholder to be in the physical presence of the other Shareholders and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting. The Shareholders participating in any such meeting shall be counted in the quorum for such meeting and subject to there being a requisite quorum at all times during such meeting, all resolutions agreed by the Shareholders in such meeting shall be deemed to be as effective as a resolution passed at a meeting in person of the Shareholders duly convened and held. A Shareholder may disconnect or cease to participate in the meeting if he makes known to all other Shareholders participating that he is ceasing to participate in the meeting and such Shareholder shall, notwithstanding such disconnection, be counted in the quorum for such part of the meeting. The minutes of such a meeting shall be circulated to all Shareholders who attended such-meeting for comment not less than 30 days from the conclusion of such a meeting, and subject as aforesaid, the minutes of such meeting after incorporating the comments (if any) from the Shareholders, signed by the chairman of the meeting shall be conclusive evidence of any resolution of any meeting conducted in the manner as aforesaid. A meeting conducted by the aforesaid means is deemed to be held at the place agreed upon by the Shareholders attending the meeting provided that at least one (1) of the Shareholders participating in the meeting was at that place for the duration of the meeting.

4.7 Quorum

A quorum for a meeting of Shareholders shall be three duly authorized representatives of the Shareholders comprising one duly authorized representative from each Shareholder, present in person or by proxy.

4.8 Resolution of Shareholders

Each Shareholder is entitled to vote at any meeting of the Shareholders by agent authorized by a written proxy in accordance with clause 4.5. Voting shall be decided by a poll. One Share shall be entitled to one vote. Except for Shareholder Reserved Matters, the resolutions of the meeting of the Shareholders shall require the affirmative vote of one or more Shareholders holding in aggregate a majority of the Shares, present in person or by proxy at the duly constituted meeting of Shareholders where the quorum is present, unless the vote of a greater number is required by the laws of the Country. In case of an equal number of votes, no one (including the chairman of the meeting) shall have the second or casting vote.

4.9 Shareholder Reserved Matters

None of the following actions or matters (collectively, "Shareholder Reserved Matters") shall be taken or conducted by SUMMIT SPA MOTORS without the affirmative vote of all the Shareholders.

(a) amendment to, revocation of, or alteration of the Articles;

(b) decrease in the authorized capital or the issued capital of SUMMIT SPA MOTORS;

(c) liquidating, winding up or dissolving SUMMIT SPA MOTORS;

(d) change in the Business in any material respect, including commencement of a new business and withdrawal from any business;

(e) approval or declaration of a dividend;

(f) change in company name;

(g) capital expenditure on one item, or a series of related items, exceeding USD 500,000; and

(i) the adoption of any Business Plan,

(together, the "Shareholder Reserved Matters").

4.10 Resolutions in writing

Subject to Clause 4.8, a resolution in writing signed by one or more Shareholders representing in aggregate at least seventy-five per cent (75%) of the total number of Shares then issued and outstanding and who for the time being are entitled to receive notice of and to attend and vote at shareholders meetings shall be as valid and effective as a resolution passed at a shareholders meeting duly constituted and held, and may consist of several documents in the like form signed by such Shareholders. A resolution in writing so signed or approved by such Shareholders by facsimile, cable, e-mail or telegram, shall be as valid and effective as if it had been passed at a shareholders meeting duly constituted.

4.11 Shareholder Register

A register of Shareholders shall be kept, that lists: (i) the names, addresses, nationalities and occupations of the Shareholders; (ii) the Shares held by each member, including number; (iii) the amount paid up or agreed to be paid up on the Shares of each Shareholder; (iv) the date on which each Shareholder was entered in the register; and (v) the date on which any Shareholder ceased to be a Shareholder.

5. **Board of Directors**

5.1 Number of Directors, Nomination

The Board of Directors shall consist of five (5) Directors. Each Party shall be entitled to nominate the following number of Directors:

Shareholder		Number of Directors	
Elite Matrix	:	One	(1)
FMI	:	One	(1)
SC	:	Three	(3)
Total	:	Five	(5)

Each Party agrees to vote its Shares in SUMMIT SPA MOTORS for the election, as the Directors, of those persons nominated by the other Parties pursuant to the above and, in the case of a vacancy of the office of any Director due to his resignation or otherwise, to vote so as to appoint as his replacement a Director nominated by the Party who had originally nominated the Director who caused the vacancy.

5.2 Change in Number of Directors

Notwithstanding clause 5.1., if the total number of Directors which constitutes the Board of Directors is changed or if the Shareholding Ratios of the Parties are changed, the number of the Directors which each of the Parties is entitled to nominate shall be adjusted so that the number of the Directors so adjusted shall equitably and fairly represent the then prevailing Shareholding Ratio of each Party.

5.3 Meetings of the Board, Requirements for Convocation Notice

Regular meetings of the Board of Directors shall be held semi-annually, and special meetings for any purpose may be called at any time by the Managing Director of SUMMIT SPA MOTORS or one or more Directors. The meetings of the Board shall be held within or outside of the Country as may be designated in the notice of meeting. In the absence of such designation, the meeting shall be held at the principal place of business of SUMMIT SPA MOTORS. Notice of a meeting of the Board specifying the place, date and hour thereof as well as the general description of the business to be transacted shall be given to each Director no later than ten (10) working days before the meeting, personally or by registered air mail or by facsimile or e-mail. Such notice may be waived by the written consent of all Directors.

5.4 Meeting of Board by Means of Telephone or Audio-visual Conference

The meetings of the Board of Directors may be conducted by means of telephone or audio-visual conferencing or other methods of simultaneous communication by electronic, telegraphic or other means by which all persons participating in the meeting are able to hear and be heard at all times by all other participants without the need for a Director to be in the physical presence of the other Directors and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting. The Directors participating in any such meeting shall be counted in the quorum for such meeting and subject to there being a requisite quorum at all times during such meeting, all resolutions agreed by the Directors in such meeting shall be deemed to be as effective as a resolution passed at a meeting in person of the Directors duly convened and held. A Director may disconnect or cease to participate in the meeting if he makes known to all other Directors participating that he is ceasing to participate in the meeting and such Director shall, notwithstanding such disconnection, be counted in the quorum for such part of the meeting. The minutes of such a meeting shall be circulated to all Directors who attended such-meeting for comment not less than 30 days from the conclusion of such a meeting, and subject as aforesaid, the minutes of such meeting after incorporating the comments (if any) from the Directors, signed by the chairman of the meeting shall be conclusive evidence of any resolution of any meeting conducted in the manner as aforesaid. A meeting conducted by the aforesaid means is deemed to be held at the place agreed upon by the Directors attending the meeting provided that at least one (1) of the Directors participating in the meeting was at that place for the duration of the meeting.

5.5 Quorum and Resolution of Directors

Presence in person of three (3) Directors, with at least one (1) Director appointed by each

Party, shall constitute a quorum of the meetings of the Board. Each Director shall be entitled to one vote. Except for any BOD Reserved Matters specified in clause 5.7, resolutions of the Board of Directors shall require the affirmative vote of at least three (3) Directors present at duly constituted meetings of the Board where a quorum is present. No one (including the chairman of the meeting) shall have a second casting vote.

5.6 Resolution of Shareholders Not Exempted

If any of the actions or matters set out in clause 4.9 requires an approval of the shareholders, such action or matter shall first be approved by the Board of Directors prior to the submission to the meeting of the shareholders for their approval. The Parties shall not take or permit any action, or cause any of the matters specified in clause 4.9 to occur in respect of SUMMIT SPA MOTORS unless approved by all Shareholders.

5.7 Board of Directors Reserved Matters

None of the following actions or matters shall be taken or conducted by SUMMIT SPA MOTORS without the affirmative vote of all the Directors:

(a) the disposal of an asset, or a series of related assets, the book value or sale value of which exceeds USD 500,000, provided that no account shall be taken of assets disposed in the ordinary course of business or disposal of obsolete assets no longer required for the business of SUMMIT SPA MOTORS;

(b) any guarantee or indemnity to be given by SUMMIT SPA MOTORS;

(c) any payment by SUMMIT SPA MOTORS, to, or any sale, lease, transfer or other disposition of any properties or assets of SUMMIT SPA MOTORS to any Party or Affiliate of a Party except in the oridinary course of conducting the Business; and

(d) any purchase or acquisition by SUMMIT SPA MOTORS of any assets from, or any other transaction, contract, agreement, loan, advance or guarantee with or for the benefit of any Party or Affiliate of a Party except in the ordinary course of conducting the Business,

(matters (a) to (d) together the "BOD Reserved Matters").

6. Chief Officers

6.1 Chief Officers

SUMMIT SPA MOTORS shall have the following chief officers (the "Chief Officers") each of which shall be nominated by the Parties as set out below:

Chief Officer	Nominating Party
Managing Director	SC
General Manager	FMI or Elite Matrix
Deputy General Manager	SC

7. Day-to-Day Operations

7.1 By Chief Officers

The day-to-day operations and management of SUMMIT SPA MOTORS shall be conducted

and supervised by the Chief Officers in accordance with the policies and Business Plan determined or approved by the Board of Directors.

8. Auditors

8.1 Appointment and Remuneration of Auditors

SUMMIT SPA MOTORS shall at each annual shareholders meeting appoint an auditor or auditors to hold office until the next annual shareholders meeting. Any auditor or auditors of SUMMIT SPA MOTORS must be certified to perform audits in Myanmar as mutually agreed by the Parties. The remuneration of the auditors shall be fixed by SUMMIT SPA MOTORS during each annual shareholders meeting.

8.2 Powers and Duties of Auditors

Every auditor appointed pursuant to clause 8.1 of this Agreement shall have a right of access at all times to the books and accounts and vouchers of SUMMIT SPA MOTORS, and shall be entitled to require from the Directors and the Chief Officers such information and explanation as may be necessary for the performance of his duty. The auditors shall make a report to the shareholders of SUMMIT SPA MOTORS on the accounts examined by them, and on every balance sheet and profit and loss account laid before the shareholders in shareholders meeting during their tenure of office, and the report shall state:

(a) whether or not they have obtained all the information and explanations required;

(b) whether or not in their opinion the balance sheet and the profit and loss account referred to in the report are drawn up in conformity with the law;

(c) whether or not such balance sheet exhibits a true and correct view of the state of SUMMIT SPA MOTORS' affairs according to the best of their information and the explanations given to them and as shown by SUMMIT SPA MOTORS' books; and

(d) whether in their opinion proper books of account have been kept.

Where any of the matters referred to in paragraphs (a) to (d) above is answered in the negative or with a qualification, the report shall state the reason for such an answer.

Part IV

ACCOUNTING

9. Fiscal Year

9.1 Fiscal Year

The fiscal year of SUMMIT SPA MOTORS shall be the one (1) year period ending on March 31, each year, except the initial fiscal year, which shall commence on the date of the incorporation of SUMMIT SPA MOTORS and end on March 31 of year of incorporation.

9.2 The Chief Officers shall, not later than one month before the commencement of each fiscal year of SUMMIT SPA MOTORS, prepare and provide to the Parties a Business Plan determined or approved by the Board of Directors pursuant to clause 7.1 and the budget in respect of that fiscal year.

10. **Accounting, Inspection of Records, etc.**

10.1 Keeping Books and Records

SUMMIT SPA MOTORS shall keep true and accurate books of account and records in accordance with sound accounting practices and accounting principles generally accepted in the Country.

10.2 Monthly Reports

SUMMIT SPA MOTORS shall submit to each of the Parties monthly financial reports concerning SUMMIT SPA MOTORS and such other periodical reports that may be reasonably requested by the Parties and shall keep each Party well informed of the operations and financial condition of SUMMIT SPA MOTORS.

10.3 Access to Books and Records

Each Party shall have the right to access and to inspect the books of account and other records of SUMMIT SPA MOTORS and make extracts and copies therefrom at any reasonable time during business hours of SUMMIT SPA MOTORS.

10.4 Auditor to be Accounting Firm

The auditor of SUMMIT SPA MOTORS shall be an audit firm certified to perform audits in Myanmar as mutually agreed by the Parties. The replacement of the auditor shall be determined by the mutual agreement of both Parties.

10.5 Audit by Auditor

The Parties shall cause the accounts and records of SUMMIT SPA MOTORS to be audited by the auditor and an audited financial report (including balance sheet, profit and loss statement and all notes thereto) to be submitted to the Parties within sixty (60) days after the end of each fiscal year.

10.6 Dividend Policy

Unless otherwise unianimously agreed by the Parties, the Parties shall procure that at least 50 percent of SUMMIT SPA MOTORS's profit available for distribution in respect of each fiscal year is distributed by SUMMIT SPA MOTORS to the Shareholders by way of dividend.

The Parties' right to receive dividends from SUMMIT SPA MOTORS shall be subject to all necessary approvals of relevant authorities for remittance thereof to all Parties, including, without limitation, those of the MIC or the Central Bank of Myanmar for overseas remittance, if required under applicable laws. If remittance of the dividends to any one of the Parties cannot be realized due to the requisite approval from the MIC, the Central Bank of Myanmar or any other relevant authorities not being obtained for any reason whatsoever, none of the Parties shall be entitled to receive the dividends, and the amount of the dividends that was supposed to be remitted to the Parties shall be reserved for the accumulated earnings of SUMMIT SPA MOTORS. If and when the remittance of dividends to all Parties is approved by all relevant authorities, such remittance shall be made within thirty (30) days from the date the last required approval is obtained.

Part V

ROLES AND RESPONSIBILITIES OF EACH PARTY

11. **Role of Each Party**

11.1 Role of SC

SC shall make its best effort, utilizing its business expertise, to assist and cooperate with the SUMMIT SPA MOTORS in meeting its organizational, administrative, managerial, financial, operational and technological requirements, including, without limitation, the following:

(a) provide suitable personnel to serve as the Chief Officers and the Directors of SUMMIT SPA MOTORS;

(b) provide know-how with respect to the Business;

(c) negotiate and communicate with manufacturers, suppliers and other third parties in connection with the Business; and

(d) assist with company management.

11.2 Role of the SPA Parties

The SPA Parties shall make its best effort, utilizing its business expertise, to assist and cooperate with SUMMIT SPA MOTORS in meeting its organizational, administrative, managerial, financial, operational and technological requirements, including, without limitation, the following:

(a) provide suitable personnel to serve as the Chief Officers and the Directors of SUMMIT SPA MOTORS;

(b) gather and assess information of laws and regulations of the Country;

(c) take a leading and responsible role to resolve all labor-related matters inside SUMMIT SPA MOTORS;

(d) assist with company management; and

(e) procure land and other real property in connection with the Business.

12. **Finance**

12.1 Financial Assistance by Shareholders

SUMMIT SPA MOTORS shall be responsible for obtaining loans, borrowings or other means of financing from banks, financial institutions or other persons in accordance with the applicable laws of the Country. Such loans, borrowings or other financing shall be obtained on such terms and at such time or times determined to be appropriate by the Board. If and to the extent that the Parties agree to provide or participate in any financing or security arrangement, unless the Parties otherwise agree, any liability or obligation to be assumed by them inter-se in relation to such financing or security arrangement shall be borne by each Party according to its Shareholding Ratio.

12.2 Extension of Credit

Where a Party extends credit to SUMMIT SPA MOTORS by way of commercial credit of deferred payment terms or otherwise, the credit so extended shall be deemed to be financial assistance rendered by all the Parties and therefore all the Parties shall share the risks for the collection of such credit in proportion to their respective Shareholding Ratios.

13. <u>Compensation to Directors and Chief Officers</u>

13.1 Directors

Each Party shall bear and pay all salaries and expenses of the persons who are nominated by such Party as Directors. No compensation or reimbursement shall be made by SUMMIT SPA MOTORS to any Director.

13.2 Chief Officers

SUMMIT SPA MOTORS will pay the compensation for and the expenses of Chief Officers in such amount and in such manner as shall be agreed upon by all the Parties. No other compensation or expenses of such Chief Officers will be paid or reimbursed by SUMMIT SPA MOTORS, all of which shall be borne by the respective Party who nominates such Chief Officers.

14. <u>Prohibited Action</u>

Without the other Parties' prior written consent, no Party nor its Affiliates may, so long as that Party and/or its Affiliates is the holder of any Shares:

(a) engage in or carry on truck and bus business that competes with SUMMIT SPA MOTORS in the Country with respect of the Business contemplated by the SUMMIT SPA MOTORS;

(b) have any interest in any person which engages in bus and/or truck business that competes with SUMMIT SPA MOTORS in the Country with respect to the scope of the Business contemplated by the SUMMIT SPA MOTORS; and/or

(c) solicit directly or indirectly any employee of SUMMIT SPA MOTORS to leave such entity's employment; provided, however, that the Parties and/or its Affiliates shall not be prohibited from employing any such employee who contacts them on his or her own initiative and without any direct or indirect solicitation or in response to an advertisement of employment opportunity that is targeted at the public generally.

Part VI

<u>NEW SHARES AND RESTRICTION ON TRANSFER</u>

15. <u>Issuance of New Shares</u>

15.1 Pre-emptive Right

Whenever SUMMIT SPA MOTORS issues new Shares, the Parties shall each have a preemptive right to subscribe for such new Shares in proportion to their respective Shareholding Ratios. If any Party does not exercise such Preemptive Right with respect to

all or a part of the Shares allocated to it pursuant to the preceding sentence, the other Parties shall each have a right (but not an obligation) to subscribe for the Shares not subscribed by the first-mentioned Party in proportion to their respective shareholding ratio (the ratio that the number of the Shares owned by each Party other than the first-mentioned Party bears to the total number of the Shares issued and outstanding less the number of Shares held by the first-mentioned Party, at the time before SUMMIT SPA MOTORS issues such new Shares), provided, however, that if one Party other than the first-mentioned Party does not exercise its right, the other Parties shall have the right to subscribe for all the Shares not subscribed by the first-mentioned Party.

16. <u>General Restriction on Transfer</u>

16.1 No Transfer Except as Permitted in this Agreement

Except as expressly permitted in clauses 16.2, 17, 18 and 22, no Party shall sell, transfer, assign, pledge, encumber or otherwise dispose of the whole or any part of the Shares it owns without the prior written consent of the other Parties.

16.2 Permitted Transfer

(a) Notwithstanding anything to the contrary in this Agreement or the Articles, the Shareholders agree that each Shareholder may transfer all or any part of its Shares in SUMMIT SPA MOTORS to any Affiliate of that Shareholder (a "Permitted Transfer") without being required to first comply with clause 17 provided that:

(i) the transferring Shareholder first obtains the prior written consent of the other Shareholders such consent not to be unreasonably withheld;

(ii) the transferring Shareholder obtains the approval of the MIC or any other relevant authority as necessary; and

(iii) the transferee undertakes to become a Party hereto and be bound by the terms and conditions hereof.

(b) If following a Permitted Transfer, the transferee ceases to be an Affiliate of the transferring Shareholder, the transferee must transfer the relevant Shares back to the transferring Shareholder, upon not less than fourteen (14) days' notice in writing from any other Shareholder to the transferee, without prejudice to any rights which the other Shareholders and SUMMIT SPA MOTORS may have.

(c) SC agrees that Elite Matrix and FMI may transfer all or part of their Shares to each other. Such transfers shall constitute a Permitted Transfer.

17. <u>Right of First Refusal</u>

17.1 Procedures of First Refusal

Subject to approval from the MIC and other required approvals, any Party (the "Selling Party") may sell all (but not some) of its Shares, not being a Permitted Transfer set out in clause 16.2, pursuant to a bona fide offer from any person (the "Offeror"), which offer the Selling Party is willing to accept (the "Offer"); provided, however, that no sale shall be made pursuant to any

such Offer unless it is an offer for cash to purchase the whole but not part of the Shares of the Selling Party; and provided further that the following provisions shall apply in respect of any such Offer and its acceptance:

(a) The Selling Party shall give notice of such Offer to the other Party (the "Continuing Party"), including the name and address of the Offeror, the price offered and all the other terms and conditions of the Offer;

(b) The Selling Party shall include with such notice an offer to sell its Shares to the Continuing Party at the same price and upon the same terms and conditions as the Offer;

(c) The Continuing Party shall have the right to buy all (but not some) of the Shares of the Selling Party on the terms of the offer in (b) above at any time within a period of sixty (60) days from the date the aforesaid notice is given and such offer shall remain open for such period;

(d) If all of the Shares of the Selling Party offered as aforesaid are not accepted by the Continuing Party, then the Selling Party may, subject to the satisfaction of the conditions set out in clause 17.2, sell its Shares to the Offeror in accordance with the Offer (for the same price and no more favourable terms) within a period of sixty (60) days after the expiration of either the period of sixty (60) days referred to in sub-paragraph (c) above.

For the purpose of this clause 17, the SPA Parties shall be treated as if they were a single party to this Agreement; they may sell their Shares only when both of them sell all (but not some) of their Shares.

17.2 Conditions to Transfer

No sale of the Selling Party's Shares to the Offeror pursuant to preceding clause 17.1 may be made unless all of the following conditions shall have been satisfied on or prior to the completion of any such sale:

(i) The Offeror shall have entered into an agreement with the Continuing Party in a form and substance satisfactory to the Continuing Party, pursuant to which the Offeror undertakes to become a Party hereto and be bound by the terms and conditions hereof;

(ii) The Selling Party shall have fully performed all financing obligations pursuant to clause 12 or the Offeror shall in writing have assumed such financing obligations; and

(iii) There exists no Event of Default (as defined in clause 20) and no event that with the giving of notice or the lapse of time or both would constitute an Event of Default.

18. <u>Involuntary Transfer (Remedy for Default)</u>

18.1 Obligations of Defaulting Party

In the event that, pursuant to clause 20, this Agreement is terminated due to an Event of Default of a Party (the "Defaulting Party"), the other Parties (the "Non-Defaulting Parties") shall have the option, exercisable by written notice to the Defaulting Party which shall be given within sixty (60) days after such termination, either:

(a) to purchase the whole of the Shares then owned by the Defaulting Party at the price per Share of the lower of:

(i) the price equal to the Net Worth Price of the Shares (as defined in clause 18.2); or

(ii) the fair market price determined by the auditor; or

(b) to sell to the Defaulting Party the whole of the Shares then owned by the Non-Defaulting Parties, at the price per Share of the higher of:

(i) the price equal to the Net Worth Price of the Shares; or

(ii) the fair market price determined by the Auditor; or

(c) to dissolve and wind up SUMMIT SPA MOTORS.

For the purpose of clauses 18 and 20, if the Defaulting Party is either of the SPA Parties, the other SPA Party which is a Non-Defaulting Party (the "Non-Defaulting SPA Party") shall not be entitled to exercise the option set out in this clause 18.1, and SC as the other Non-Defaulting Party shall have the option either:

(d) to purchase the whole of the Shares then owned by the Defaulting Party at the price per Share of the lower of aforesaid (a)(i) or (a)(ii), provided that if such option is exercised by SC the Non-Defaulting SPA Party shall have the option to purchase the Shares then owned by the Defaulting Party on a pro-rata basis of SC's and the Non-Defaulting SPA Party's Shareholding Ratio; or

(e) to sell to the Defaulting Party the whole of the Shares then owned by SC at the price per Share of the higher of aforesaid (b)(i) or (b)(ii), provided that if such option is exercised by SC the Non-Defaulting SPA Party shall have the option to purchase the Shares then owned by SC on a pro-rata basis of the Defaulting Party's and the Non-Defaulting SPA Party's Shareholding Ratio; or

(f) to dissolve and wind up SUMMIT SPA MOTORS, provided that the Non-Defaulting SPA Party shall first have an option for sixty (60) days following notice from SC of its election under this subclause (f) to purchase all of the Shares then owned by SC and the Shares then owned by the Defaulting Party each at the price per Share of the higher of aforesaid (a)(i) or (a)(ii).

18.2 Net Worth Price

As used herein, the "Net Worth Price" means an amount determined by dividing:

(a) the net worth of SUMMIT SPA MOTORS as of the end of its immediately preceding fiscal year or, if requested by the Non-Defaulting Party, the net worth of SUMMIT SPA MOTORS as of the end of the calendar month that is immediately preceding the month in which this Agreement is terminated, determined by the auditors of SUMMIT SPA MOTORS in accordance with the generally accepted accounting principles and practices consistently applied for auditing SUMMIT SPA MOTORS;

BY

(b) the number of all Shares of SUMMIT SPA MOTORS then issued and outstanding.

For the foregoing purpose, the net worth of SUMMIT SPA MOTORS shall mean the sum of the capital and surplus accounts shown on the financial statements prepared by the auditors of SUMMIT SPA MOTORS, less the amount of any goodwill and other intangibles if included in any financial statements as assets of SUMMIT SPA MOTORS. If the financial statements of SUMMIT SPA MOTORS indicate negative net worth, the consideration of the Share transfer price shall be USD $1.00 in total.

18.3 Period for Completion of Sale

The purchase or sale of the Shares pursuant to this clause 18 shall be completed within thirty

(30) days after the auditors' determination of the price per Share in accordance with the procedures provided for in this clause 18.

18.4 No Release

Neither termination of this Agreement nor the purchase or sale of the Shares pursuant to this clause 18 shall be construed to release or discharge the Defaulting Party from its obligations under this Agreement which remain unperformed or outstanding.

Part VI

TERM AND TERMINATION

19. **Effective Date**

19.1 Effective Upon Execution

This Agreement shall become effective upon the date of the execution of this Agreement (the "Effective Date").

19.2 Validity

This Agreement shall continue to be in full force and effect until:

(a) all the Parties agree in writing to its termination; or

(b) all the Shares become beneficially owned by SC or the SPA Parties; or

(c) SUMMIT SPA MOTORS goes into liquidation whether voluntary or involuntary or is wound up.

20. Termination for Cause

20.1 Termination on "Event of Default"

If any of the Events of Default defined in this clause 20.1 occurs, the Non-Defaulting Parties shall each have the right to terminate this Agreement by serving written notice to the Defaulting Party within thirty (30) days from the occurrence of the Event of Default. Any of the following events shall constitute an Event of Default:

(a) If any Party commits an unequivocal material breach of any provision of this Agreement, and if such default or violation shall not have been cured to the reasonable satisfaction of each of the Non-Defaulting Parties within thirty (30) days after a notice of default has been given by a Non-Defaulting Party to the Defaulting Party; and

(b) If a Party (i) applies for or consents to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets, (ii) is unable, or admits in writing its inability, to pay debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated insolvent or (v) is the subject of a petition seeking

reorganization or arrangement with creditors to take advantage of any insolvency law;

provided that if the Defaulting Party is either of the SPA Parties, the Non-Defaulting SPA Party shall not be entitled to terminate this Agreement by serving written notice to the Defaulting Party.

20.2 Cumulative Remedies

The termination of this Agreement pursuant to clause 20.1 and the right to purchase the Shares owned by the Defaulting Party or to sell the Shares owned by the Non-Defaulting Parties to the Defaulting Party pursuant to clause 18 shall be in addition and without prejudice to any other rights and remedies available to the Non-Defaulting Parties under this Agreement or by laws.

21. Dissolution

21.1 Dissolution

Any of the Parties may propose to the other Parties that SUMMIT SPA MOTORS be dissolved if (a) no distributorship agreement is entered into with Hino Motors Ltd., within three (3) years from the Effective Date, or (b) a distributorship agreement entered into with Hino Motors Ltd. is terminated for any reason or not be renewed, and no new distributorship agreement is entered into with Hino Motors Ltd., for more than three (3) years from such termination or non-renewal, and the Parties shall thereafter take such steps as may be necessary to dissolve SUMMIT SPA MOTORS including but not limited to seeking the approval of the MIC for such dissolution.

22. Deadlock

22.1 Event after Deadlock

Any of the following events shall be deemed to be a Deadlock situation:

(a) Any of the Directors fail to attend the Board meetings in person consecutively two (2) times and such Board meetings cannot take place due to an absence of quorum;

(b) Any of the Parties fail to attend the Shareholders meetings in person consecutively two (2) times and such Shareholders meetings cannot take place due to an absence of quorum; or

(c) The Parties fail to reach agreement upon any proposal made by the Board of Directors to the Shareholders with respect to any of the Shareholder Reserved Matters set out in clause 4.9 or the Board of Directors fails to reach agreement upon any BOD Reserved Matter set out in clause 5.7 within a period of thirty (30) days after the discussion among the Parties.

22.2 In the case of the occurance of Deadlock set out in clause 22.1(a) or (b), the following procedures shall be taken:

(a) Either Party (the "Non-Failing Party") other than the Failing Party (defined below) shall be entitled, on or after the occurrence of Deadlock, to send a notice (the "Deadlock Notice") to the other Parties (the "Responding Parties") of the occurrence of a Deadlock; provided, however, the Party who nominated the Director who failed to

attend such Board meetings or the Party who failed to attend such Shareholders meetings, as the case may be (the "Failing Party"), shall not be entitled to send the Deadlock Notice; provided, further, that if one of the SPA Parties is the Failing Party, the other SPA Party (the "Non-Failing SPA Party") shall not be entitled to send the Deadlock Notice.

(b) If the Parties fail to agree on any solution to the Deadlock within fourteen (14) days after the date of the Deadlock Notice, the Non-Failing Party shall be entitled to, at the sole discretion of the Non-Failing Party, elect to

i) dissolve and wind up SUMMIT SPA MOTORS;

ii) purchase, directly or through its designee, the whole of the Shares then owned by the Failing Party at the price per Share of the lower of:

a) the price equal to the Net Worth Price of the Shares; or

b) the fair market price determined by the Auditor; or

iii) sell to the Failing Party or to its designee the whole of the Shares then owned by the Non-Failing Party, at the price per Share of the higher of;

a) the price equal to the Net Worth Price of the Shares; or

b) the fair market price determined by the Auditor.

For the purposes of this clause 22, if one of the SPA Parties is the Failing Party, the Non-Failing SPA Party shall not be entitled to exercise the option set out in this clause 22.2 (b) except that the Non-Failing SPA Party shall:

(c) (where SC elects the option under aforementioned (b)(i)), have the first option for sixty (60) days from receiving notice from SC, to purchase the Shares then owned by SC at the price per Share of the higher of aforesaid (b)(iii) a) or (b)(iii) b); or

(d) (where SC elects the option under the aforementioned (b)(ii)), have the option to purchase the Shares then owned by the Failing Party on a pro-rata basis of SC's and the Non-Failing SPA Party's Shareholding Ratio at the price per Share of the lower of aforesaid (b)(ii) a) or (b)(ii) b); or

(e) (where SC elects the option under the aforementioned (b)(iii)), have the option to purchase the Shares then owned by SC on a pro-rata basis of the Failing Party's and the Non-Failing SPA Party's Shareholding Ratio at the price per Share of the higher of aforesaid (b)(iii) a) or (b)(iii) b).

22.3 In the case of the occurrence of Deadlock set out in clause 22.1(c), the following procedures shall be taken:

(a) Either Party (the "Initiating Party") shall be entitled, within fifteen (15) days after expiration of said thirty (30) day period, to send a notice (the "Deadlock Notice") to the other Parties (the "Responding Parties") of the occurrence of Deadlock;

(b) For a period of ninety (90) days following receipt by the Responding Parties of the Deadlock Notice, the Parties shall discuss in good faith how the Parties should resolve the Deadlock, including, without limitation, any potential sale and purchase of the Shares between the Parties at a price that is acceptable to all Parties.

(c) If the Parties fail to agree on any solution to the Deadlock within the above ninety (90)

day period, the Parties shall take steps to wind up SUMMIT SPA MOTORS.

Part VII

REPRESENTATIONS AND WARRANTIES

23. Representations and Warranties

23.1 Representations and Warranties

Each Party hereby represents and warrants as follows:

(a) it is duly organized and validly existing under the laws of its place of incorporation;

(b) it has all requisite organizational power and authority to execute and deliver this Agreement, to perform its obligations hereunder and has taken all organizational actions which are required to execute and deliver this Agreement and to perform its obligations hereunder; and

(c) the execution, delivery and performance of this Agreement does not and will not violate or contravene any of the provisions of the articles of incorporation, by-laws or any of its organizational documents; any of the terms and conditions of judgment or decree or agreement or contract by which it is or its assets are bound; or any laws, regulations or rules to which it is or its assets are subject.

23.2 Reaffirmation
Each Party's representations and warranties shall be deemed to be reaffirmed as true and correct by each Party as of the date on which any of the other Parties has made the subscription to and payment for the Shares.

23.3 Elite Matrix
Elite Matrix warrants that its shares are 100% owned directly or indirectly by Yoma Strategic Holdings Ltd., a company organized and existing under the laws of Singapore and having its principal place of business at 78 Shenton Way, #32-00, Singapore 079120 ("**YSH**").
Elite Matrix shall obtain prior written consent from the other Parties prior to any change in its shareholding.

Part VIII

FORCE MAJEURE

24. Force Majeure

24.1 Definition of Force Majeure

The term "Force Majeure" as used herein shall mean, any of the following events, whether accidental or not, beyond the control of the Party affected by such event;:

(a) war and other hostilities (whether war is declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;

(b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war;

(c) riot, commotion, disorder, strike, sabotage, lockout, import restriction, port congestion,

lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine or plague;

(d) operation of the forces of nature such as earthquake, fire, explosion, storm, flood, tidal wave, hurricane, lightning, typhoon or cyclone or other natural or physical disaster against which the affected Party could not reasonably have been expected to take precautions;

(e) any enactment, promulgation or change of laws, regulations, ordinances or orders affecting the performance of this Agreement; and

(f) economic sanctions from any countries or organizations materially affecting the performance of this Agreement.

24.2 Effect of Force Majeure

If a Force Majeure event occurs,

(a) the Party affected by such Force Majeure event is not responsible for any failure or delay in its performance of all or part of its obligations under this Agreement for the duration of the Force Majeure event; provided, however, that upon the occurrence of any event of such Force Majeure, the affected Party shall endeavor to continue to perform its obligation under this Agreement so far as reasonably practicable;

(b) if a Party cannot perform its obligations under this Agreement due to an event of Force Majeure for a period of sixty (60) days, the other Parties has the respective right to terminate this Agreement by notice thereof to the affected Party.

Part IX

MISCELLANEOUS

25. **Confidentiality**

25.1 Subject to clause 25.2, each Shareholder shall keep confidential, and make no disclosure of:

(a) the existence and contents of this Agreement;

(b) all information obtained from the other Shareholders under this Agreement or in the course of negotiations in respect of this Agreement; and

(c) all information obtained from SUMMIT SPA MOTORS, or developed or held for the purposes of SUMMIT SPA MOTORS,

(together "Information").

25.2 Information may be disclosed by a Shareholder if:

(a) disclosure is required by law, or necessary to comply with the listing rules of any recognised stock exchange; or

(b) disclosure is necessary to obtain the benefits of, and fulfil obligations under, this agreement; or

(c) that Information already is, or becomes, public knowledge other than as a result of a breach of clause 25.1 by that Shareholder; or

(d) disclosure is made to a bona fide financier or potential financier of that Shareholder, or to a bona fide purchaser or potential purchaser of all or part of the business of, or the shares in, that Shareholder, so long as: (i) that Shareholder has notified the other Shareholders of the proposed disclosure; and (ii) the person to which disclosure is to be made has entered into a confidentiality agreement in a form reasonably acceptable to the other Shareholders; or

(e) disclosure is made to a lawyer or accountant for that Shareholder.

25.3 If any Shareholder is required by clause 25.2(a) to make a disclosure or announcement, it shall, before doing so:

(a) give to the other Shareholders the maximum notice reasonably practicable in the circumstances, specifying the requirement under which it is required to disclose Information, and the precise Information which it is required to disclose;

(b) comply with all reasonable directions by the other Shareholders to contest or resist the requirement to disclose Information; and

(c) consult in good faith with the other Shareholders with a view to agreeing upon the form and timing of the disclosure or announcement.

26. **Miscellaneous**

26.1 Notice

Any notice, request and other correspondence under or in connection with this Agreement shall be in the English language and be sent by e-mail, facsimile, registered air mail or personal delivery from one Party to the other Party or Parties at their respective addresses as specified at the beginning of this Agreement or at the addresses notified pursuant to this clause 26.1.

A notice, request, or other correspondence pursuant to this clause 26.1 shall be deemed validly received by the addressee upon expiration of forty-eight (48) hours after transmission, in the case of e-mail or facsimile, on the fifteenth (15th) day after mailing, in the case of registered air mail, or, immediately upon delivery to the Party or Parties, in the case of personal delivery.

Any Party shall, upon a change of its address, notify the other Parties of such change in accordance with the procedures provided for in this clause 26.1.

Any notice to Elite Matrix shall be copied to Yoma Strategic Holdings Ltd, 78 Shenton Way, #32-00, Singapore 079120.

26.2 Severability and Interpretation

In the event that any part of this Agreement, for any reason, is determined by a court or arbitral tribunal to be invalid or unenforceable, the remaining provisions hereof shall not be affected, impaired or invalidated, and so far as possible, the said part shall be deemed to be modified to the maximum degree possible so as to comply with applicable law and be valid and enforceable. In that event, the Parties shall thereupon negotiate in good faith in order to agree upon the terms of a mutually satisfactory provision to be substituted for the provision so found to be invalid or unenforceable.

In the event that the MIC requests that any provision of this Agreement is amended to comply with any relevant requirements or practices, the Parties shall negotiate in good faith in order to agree upon the terms of a mutually satisfactory amendment to be made to this Agreement.

26.3 Governing Law

This Agreement is governed by and is to be construed and interpreted in accordance with the laws of Singapore.

26.4 Arbitration

Except as may be otherwise agreed between the Parties, any and all claims, demands, causes of action, disputes, controversies and other matters in question arising out of or relating to this Agreement, which the Parties do not resolve amicably within a period of thirty (30) days, except for the important matters defined in clause 4.9 and 5.7 and other matters defined by applicable company act, shall be referred to and finally resolved by arbitration proceedings in Singapore, according to the rules of the Singapore International Arbitration Centre (the "SIAC"). The language of the arbitration shall be English, irrespective of the place of the arbitration.

There shall be a single arbitrator appointed by the mutual agreement of the Parties, or failing such agreement, the said arbitrator shall be appointed in accordance with the rules of the SIAC.

The resulting arbitral award shall be final and binding, and judgment upon such award may be entered in any court having jurisdiction thereof. The Parties are entitled to avail themselves of any treaties and laws for the time being in force allowing for the reciprocal enforcement of arbitration awards granted in any jurisdiction in which arbitration proceedings are taken hereunder, as though express reference is made in this Agreement to such treaties and laws.

26.5 Assignment

Except as expressly provided for herein, none of the Parties shall assign or transfer all or any part of this Agreement or any of its rights, or delegate any of its obligations, hereunder to any third party without the prior written consent of all the other Parties. Any assignment, transfer or delegation in contravention of this provision is void *ab initio*.

26.6 Amendments

This Agreement may not be amended or supplemented in any manner orally or otherwise except by an instrument in writing signed by a duly authorized representative of each of the Parties.

26.7 Language of the Agreement

The text of this Agreement herein is written in the English language. Any difficulties and

uncertainties in interpretation arising shall be resolved by reference to the English text, which shall prevail over any translation made hereof.

26.8 No Implied Waivers

The failure of any Party at any time to require performance by the other Party or Parties of any provision hereof shall in no way affect the right to require such performance in full at any time thereafter. The waiver by any Party of a breach of any provision hereof shall not constitute a waiver of any succeeding breach of the same or any other provision, nor shall it constitute a waiver of the provision itself.

26.9 Entire Agreement

This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter contained herein and merges all prior discussions among the Parties, and none of the Parties shall be bound by any previous agreement, negotiation, commitment or writing other than as expressly stated in this Agreement.

26.10 Counterparts

This Agreement is deemed to be signed by a Shareholder if that Shareholder has signed or attached that Shareholder's signatures to any of the following formats of this Agreement: (i) an original; or (ii) a facsimile copy; or (iii) a photocopy; or (iv) a PDF or email image copy and if every Shareholder has signed or attached that Shareholder's signatures to any such format and delivered it in any such format to the other Shareholders, the executed formats shall together constitute a binding agreement between the Shareholders.

IN WITNESS WHEREOF, the Parties shall have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

ELITE MATRIX INTERNATIONAL LTD.

By:______________________________

Name: Serge Pun

Title: Chairman, Yoma Strategic Holdings Ltd and
Serge Pun & Associates Group

FIRST MYANMAR INVESTMENT CO. LTD.

By:______________________________

Name: Linn Myaing

Title: Executive Director

SUMITOMO CORPORATION

By:______________________________

Name: Kimio Fukushima

Title: Executive Officer
General Manager, Automotive Division No.2

Form No. DA2010ex15Rev.

HINO DISTRIBUTORSHIP AGREEMENT

by and between

HINO MOTORS, LTD.

and

SUMMIT SPA MOTORS, LTD.

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HINO DISTRIBUTORSHIP AGREEMENT

This HINO DISTRIBUTORSHIP AGREEMENT (hereinafter referred to as "Agreement") is entered into,

BETWEEN;

HINO MOTORS, LTD., a corporation duly organized and existing under and by virtue of the laws of Japan, with its head office located at 1-1, Hinodai 3-chome, Hino-shi, Tokyo, Japan (hereinafter referred to as "HINO")

AND

SUMMIT SPA MOTORS, LTD., a corporation duly organized and existing under and by virtue of the laws of Republic of the Union of Myanmar, with its head office located at FMI Centre, Level 10 & 11, 380, Bogyoke Aung San Road, Pabedan Township, Yangon, Myanmar (hereinafter referred to as "Distributor").

WITNESSETH

WHEREAS, HINO manufactures and supplies motor vehicles such as trucks and buses marketed under the "HINO" brand, and also manufactures and supplies motor vehicle parts and accessories; and

WHEREAS, Distributor desires to distribute HINO Products (defined below) in the Territory (defined below);

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, representations and warranties contained herein, and subject to the terms and conditions contained herein, the Parties (defined below) agree as follows:

Chapter A. Appointment of Exclusive Distributor

Article 1. - Definitions

In this Agreement, the following terms shall have the meanings set forth below:

(1) "CBU" means the form of supply of HINO Vehicles (defined below) where HINO Vehicles are completely built-up under the HINO name.

(2) "Competitive Products" means trucks or buses of other brands falling into same categories of GVW/GCW as HINO Vehicles.

(3) "Dealers" means a reliable and competent third party appointed by Distributor pursuant to the terms and conditions of this Agreement as an authorized dealer engaged in the sales and/or service of HINO Products in the Territory.

(4) "HINO Accessory(ies)" means HINO brand genuine accessories which HINO chooses as those to be officially introduced into the Territory for installation in HINO Vehicles.

(5) "HINO Parts" means HINO brand genuine spare parts, chemicals, lubricants, and tools which HINO chooses as those to be officially introduced into the Territory for repair or maintenance of HINO Vehicles and HINO Accessories.

(6) "HINO Products" means HINO Vehicles, HINO Parts and HINO Accessories collectively.

(7) "HINO Vehicle(s)" means specific HINO brand motor vehicles which are identified by alphabetical letters or a combination of numbers and alphabetical letters representing, including without limitation, types of trucks or buses, maximum loading capacities, types of engines, wheel bases, versions, and body types, which HINO chooses to be officially introduced into the Territory for the sale therein. HINO Vehicles as of the date hereof are as listed in Schedule 3-2.

(8) "Intellectual Property" means proprietary intellectual property of any kind, including, without limitation, inventions, discoveries, patents, designs, utility models, design rights, copyrights, trademarks, service marks, trade names and brand names, logos, trade secrets and confidential or proprietary information including all ideas, research and development, formulae, manufacturing and production processes and techniques, technical data, databases, designs, drawings, specifications, computer programs in source code and object code form, customer, supplier and distributor lists, pricing and cost information, business and marketing plans and proposals; and all or any similar or equivalent intangible assets, properties and rights arising or subsisting in any jurisdiction.

(9) "KD" means the form of supply of HINO Products where Hino Products are knocked down parts by parts.

(10)"Party" means HINO or Distributor and "Parties" means HINO and Distributor collectively.

(11)"SBU" means the form of supply of HINO Vehicles where Hino Vehicles are semi-built-up in the completely assembled units of engine, transmission, axles, differential carrier(s), cab and frame.

(12) "Supplementary Agreements" means any and all agreements entered into between the Parties pursuant to this Agreement, including Sales Contracts described in Article 14, and any other purchase and sales contracts contemplated herein.

(13)"Territory" means Republic of the Union of Myanmar
In case of any change in the borders limiting the Territory, the Parties shall meet to discuss the consequences, provided however, such change shall not entitle Distributor to claim for any compensation or indemnity from HINO.

Article 2. - Exclusive Distributor

2-1. Subject to the terms and conditions of this Agreement, HINO hereby grants Distributor an exclusive, non-transferable distributorship of HINO Products in Territory, and agrees to supply Distributor, and/or cause Distributor to be supplied with HINO Products exclusively in Territory.

2-2. Distributor hereby agrees to be an exclusive distributor of HINO Products in Territory, to continuously purchase HINO Products from HINO or such suppliers as separately designated by HINO and to promote the sales and service of HINO Products in Territory.

Article 3. - HINO Products to be Introduced

3-1. HINO shall, in its sole judgment after considering various market conditions in Territory and consulting with Distributor, determine and/or change from time to time the HINO Products to be officially introduced into Territory.

3-2. The HINO Products as of the effective date of this Agreement shall be as listed in Schedule 3-2, and may be reviewed and amended, if necessary, by HINO, and the most recent Schedule 3-2 shall supersede any former Schedule 3-2 or sales and purchase agreement executed based thereon between Distributor and HINO or any supplier. Distributor shall not have any right to receive any HINO Products not identified in the most recent Schedule 3-2. In case of any amendment to Schedule 3-2 by HINO, Distributor shall have no right to claim from HINO any compensation whatsoever for consequences resulting therefrom.

Article 4. - Denial of Representation

All transactions and operations which Distributor performs under this Agreement shall be made in the name, for the account and at the risk of, Distributor. Unless otherwise expressly provided herein, Distributor shall be in no way, to any extent, an agent or legal representative of HINO for any purpose whatsoever, nor shall Distributor be granted any express or implied right or authority to assume or create any obligation on behalf of or in the name of HINO in any manner whatsoever.

Article 5. - Term of Agreement

5-1. This Agreement shall come into effect on April 1, 2017 and shall continue in full force and effect for a period of three (3) years from the effective date unless terminated earlier pursuant to Article 32(2), 32(3), 33 or 34.

5-2. In any case when the term of this Agreement is expired in accordance with Article 32, this Agreement shall not be deemed or interpreted to be renewed or extended unless expressly so confirmed or agreed in writing between the Parties.

Chapter B. Conditions of Appointment

Article 6. - Basic Covenants of Distributor

6-1. Distributor shall actively promote the sales and service of HINO Products in the Territory in compliance with the provisions of this Agreement.

6-2. Distributor shall, in its activities of the sales and service of HINO Products and promotion thereof in the Territory, pay high regard to customer satisfaction.

6-3. Distributor shall cooperate with HINO to establish a close relationship and to ensure the sound development of the relationship, and agree not to commit any acts that may directly or indirectly discredit HINO or any subsidiaries or affiliates of HINO, any HINO Products or brand the "HINO", whether within or outside the Territory.

6-4. Distributor shall conduct its business activities as a good corporate citizen in the Territory, and through such activities, contribute to establishing and enhancing the good image of HINO Products and the brand "HINO" in the Territory.

6-5. Distributor, including its executives and high-ranked employees, shall in no case commit any crime, violate any law or regulation or engage in any conduct for which Distributor, HINO or the "HINO" brand may be blamed, criticized, reproached in any way or subjected to criminal penalty, in each case notwithstanding whether within or outside the Territory.

6-6. In order to improve the business environment for HINO Products within the Territory and to actively pursue the solution, elimination or rectification of any problem or obstacle that may hamper free trade and competition relating to the import, marketing, distribution, sales and service of HINO Products in the Territory, Distributor agrees to use its best efforts:

(1) to establish and maintain good relationships with the governmental authorities concerned and private entities or organizations in the Territory;

(2) where all legal requirements have been satisfied, to disseminate appropriate information on or views of HINO and Distributor (having obtained the prior written approval of HINO for the dissemination of views purported to be those of HINO); and

(3) to take such other measures as may be appropriate, both independently of and in cooperation with HINO.

6-7. Unless otherwise permitted by HINO, Distributor shall, at its cost and expense and responsibility, obtain any governmental approval or certification necessary for the import, marketing, sales, service, use, registration, homologation and/or other

approval of HINO Products in the Territory; provided that HINO shall cooperate with Distributor by providing technical information reasonably required to obtain such approval or certification.

Article 7. - Business Targets

7-1. HINO and Distributor shall, no less frequently than once a year, agree in writing on targets to be achieved by Distributor in its business activities as a HINO authorized distributor in Territory during the term of this Agreement (hereinafter referred to as "Business Targets"). Business Targets may include, but are not limited to, an annual sales plan of HINO Vehicles, in the Territory, the target market share of HINO Products in the Territory and annual turnover targets for HINO Parts and HINO Accessories in the Territory. The Business Targets agreed as of the date of this Agreement are described in Schedule 7-1.

7-2. Business Targets may be changed in whole or in part from time to time during the term of this Agreement by written agreement between HINO and Distributor, taking into account the economic situation then prevailing in or forecasted for the Territory, the production plans for HINO Products and such other conditions as HINO may, at its sole discretion, deem relevant.

7-3. In the event that HINO and Distributor do not reach an agreement concerning any one or more Business Targets or any amendment thereof, HINO may at its sole discretion, after due consideration of various factors including, but not limited to, Distributor's past performance and the economic situation in the Territory, finally determine Business Targets or the amendment thereof, and Distributor shall follow such decision.

7-4. Distributor hereby acknowledges each Business Target as one of the most important factors in distributing and promoting HINO Products in the Territory as well as in continuing to be a HINO authorized distributor, and shall use its utmost efforts to achieve any and all of Business Targets.

7-5. Even if any Business Target includes targets for or reference to any future time after the term of this Agreement, such fact shall not affect the term of this Agreement under Article 5, nor be construed as any offer on the part of HINO to extend the term of this Agreement.

7-6. In the event that, at HINO's sole discretion, (i) Distributor has failed in any material respect to achieve any Business Target, and (ii) Distributor has failed to make any significant progress in achieving such Business Target within six (6) months after HINO providing guidance or advice aimed to improve Distributor's performance toward meeting such Business Targets, and (iii) HINO deems, after duly considering various circumstances which may have affected Distributor's performance, that there is no justifiable reason for such failure, HINO may, at any time, by giving Distributor written notice:

(1) terminate this Agreement; or

(2) convert exclusive distributorship as derived from Article 2-1 into non-exclusive distributorship.

Article 8. - Competitive Business

8-1. In consideration for the right granted to it under the Article 2-1, Distributor shall not, without the prior written consent of HINO, whether directly or indirectly through its subsidiaries or affiliates, be engaged in Territory in any activity in, or any activity which would constitute a direct or indirect interest in, any of the following businesses:

(1) The business of manufacturing Competitive Products and/or their spare parts, chemicals, lubricants, tools and/or accessories; and

(2) The business of importing, distributing and/or selling, on a wholesale, retail or any other basis, Competitive Products and/or their spare parts, chemicals, lubricants, tools and/or accessories other than such used Competitive Products as may be traded in at the time of the sales of HINO Vehicles in the Territory.

8-2. In the event that Distributor becomes aware that any person or entity which has substantial control over Distributor will be or is engaged in any activity prescribed in the preceding Article 8-1, Distributor shall promptly inform HINO thereof in detail.

Article 9. - Export or Sale outside the Territory

9-1. Distributor shall distribute and sell HINO Products only in the Territory, and shall not, directly or indirectly, or whether in a modified or unmodified form:

(1) sell, export, or market any of HINO Products to any place or country outside the Territory; or

(2) sell any of HINO Products to any third party in the Territory if Distributor knows or should reasonably know, in HINO's sole judgment, that HINO Products will be sold, exported or transferred by such third party directly or indirectly to any place or country outside the Territory,

without the prior written consents of both HINO and its authorized distributor, if any, in the place or country concerned; provided that the Distributor must not seek to directly obtain the consent of any such HINO authorized distributor and any request for consent must be made through HINO.

9-2. Distributor shall impose on Dealers obligations substantially identical to those imposed on Distributor under the preceding Article 9-1.

9-3. If Distributor and/or any Dealer breaches the prohibitions prescribed in the preceding Articles 9-1 and/or 9-2, Distributor shall compensate the authorized distributor concerned for any loss of income in case the sale could have been made by the authorized distributor under the terms of its distributorship agreement with HINO, and

such compensation shall be negotiated and agreed upon by the parties concerned an HINO shall not be responsible in any way for the negotiation or settlement of th issue; provided that Distributor shall report the result of the negotiation or settlemen to HINO without delay. Distributor shall indemnify and hold HINO harmless fron and against any loss or damage to any Party caused by such breach of the preceding Articles 9-1 and/or 9-2.

Article 10. - Export to the Territory by HINO

10-1. Notwithstanding the provisions of Article 2-1, HINO reserves the right to export HINO Products and other HINO brand motor vehicles, genuine spare parts, chemicals, lubricants, tools and accessories to the Territory, directly or indirectly, through channels other than Distributor in any of the following exceptional cases:

(1) sale to any international organization, such as the United Nations, the International Red Cross and international non-governmental development organizations or officials thereof, or delivery resulting therefrom;

(2) sale to any governmental unit or agency of any country or officials thereof, or delivery resulting therefrom;

(3) international fleet sale or fleet sale to corporations or groups with a presence outside the Territory for delivery in the Territory;

(4) sale that cannot be undertaken by Distributor for compelling reasons, such as laws and ordinances in the Territory;

(5) export as a part of plant and machinery;

(6) export of HINO Parts and/or HINO Accessories for purposes other than the repair, service, maintenance of or installation into HINO Vehicles;

(7) export for HINO's use, or as a gratuity or donation by HINO;

(8) export based on any barter or counter purchase entered into by HINO;

(9) export in a quantity which HINO deems beyond the scope or capacity of Distributor's ordinary activities;

(10) export in the case of suspension or discontinuance of business by Distributor for any reason whatsoever, or where the Distributor otherwise becomes unable to perform its obligations under this Agreement; and

(11) export that HINO deems necessary for reasons similar to those enumerated above.

HINO may conduct the above transactions by itself, or if HINO, at its sole discretion, deems appropriate for the purpose of efficient transaction, HINO may have a third party, separately designated by HINO, (hereinafter referred to as "Direct Sales Designee") conduct each transaction in compliance with HINO's instructions.

10-2. In any case stipulated in the preceding Article 10-1, Distributor shall, so as to assist

HINO or its Direct Sales Designee in realizing such exports, promptly comply with any request by HINO for services to facilitate or support such export such as, for example, information gathering, customs clearance, pre-delivery inspection, maintenance, repair, warranty, special service campaign, transport, registration, homologation and/or approval of the relevant products in the Territory.

10-3. In the event that Distributor provides the services described under the preceding Article 10-2, HINO, its Direct Sales Designee and/or Distributor shall agree upon the appropriate consideration payable to Distributor for such services. HINO shall, or shall cause Direct Sales Designee to, pay Distributor or arrange payment to Distributor of the agreed amount of consideration for the services rendered by Distributor in assisting HINO or its Direct Sales Designee, in such manner as separately prescribed by HINO.

Article 11. - Distributor's Obligation to Supply Information

Upon HINO's request or periodically, Distributor shall at its own expense furnish HINO with the following information; provided that, in case that Distributor periodically furnishes information to HINO, such time and frequency for the provision of the information shall be separately agreed upon between the Parties:

(1) sales, stock and receipt of HINO Products in the Territory, together with background information thereon;

(2) Distributor's activities to promote the sales and service of HINO Products in the Territory, such as the development of sales and service network and sales campaigns;

(3) Distributor's financial statements, such as an audited balance sheet and statement of profit and loss as well as financial information on each of Distributor's activities of the sales of HINO Vehicles, HINO Parts and HINO Accessories and the service of HINO Products;

(4) laws and regulations in the Territory that have been or are likely to be established, and may affect the performance or body structure or the import, sales, service, use, registration, homologation or local production, assembly or procurement of HINO Products;

(5) political and economic information in the Territory, such as economic perspective and local money market, that may affect the import, sales, service or local production or procurement of HINO Products;

(6) reputation of HINO Products in the Territory and technical or quality problems with HINO Products, if any;

(7) publicly available information on any Competitive Products in the Territory, such as reputation, specifications and sales terms, prices and volume thereof;

(8) statistical data on motor vehicles, parts and service thereof in the Territory;

(9) a list of all Dealers operating in the Territory; and

(10) any other information which HINO may reasonably request.

Article 12. - Significant Changes in Distributor's Organization

12-1. In the event that Distributor intends to implement or expects any of the following changes in its organization (hereinafter referred to as "Significant Changes"), Distributor shall promptly notify HINO thereof in detail well before making the final determination to implement or to permit to occur any such Significant Change:

(1) merger with or acquisition of any company or corporation;

(2) assignment or disposition of all or a substantial portion of Distributor's assets or business to any third party;

(3) change of Distributor's executives or high-ranked employees, such as department/division general managers and above;

(4) relocation, expansion, reduction or closing down of Distributor's head offices or other important facilities;

(5) A change of Distributor's main shareholder(s) or any person or entity which has substantial control over Distributor as well as the listing of all or any shares in the Distributor on any stock exchange;

(6) any suspension or discontinuation of Distributor's business; and

(7) any other significant change in Distributor's business or organization.

12-2. HINO may, within a reasonable period after receipt of the notification as prescribed in the preceding Article 12-1, request Distributor to suspend such change or to modify the contemplated organization scheme or conditions thereof so as to prevent or reduce possible impairment of HINO's interest or of Distributor's performance or ability to perform as a HINO authorized distributor under this Agreement.

12-3. In the event that HINO determines that (i) Distributor has failed to satisfy HINO's request under the preceding Article 12-2 and/or (ii) there occurs without Distributor's prior notification under Article 12-1 above any of Significant Changes which is highly likely, in HINO's sole judgment, to impair in any way HINO's interest or Distributor's performance or ability to perform as a HINO authorized distributor under this Agreement, HINO may, at any time, by giving Distributor written notice:

(1) terminate this Agreement; or

(2) convert Distributor's exclusive distributorship as derived from Article 2-1 into non-exclusive distributorship.

Article 13. - Performance Evaluation and Guidance or Advice

13-1. HINO may, at any time during the term of this Agreement, evaluate the performance by Distributor of its obligations under this Agreement, including, but not limited to, its

achievement of Business Targets and its compliance with all of provisions of this Agreement.

13-2. As the result of any performance evaluation under the preceding Article 13-1, if HINO, at its discretion, judges that Distributor's performance is inadequate or insufficient, HINO may, at any time during the term of this Agreement, require Distributor to explain the background and reasons for such inadequacy or insufficiency, to establish a plan of countermeasures to improve its performance, and to inform HINO of such plan in writing. Distributor must comply with such request by HINO and submit such written plan to HINO without delay, and in any event before any deadline stipulated by HINO.

13-3. In order to assist Distributor in improving its performance under this Agreement, HINO may, at any time during the term of this Agreement, give Distributor guidance or advice concerning Distributor's business management. Distributor shall use its utmost efforts to improve its performance having due regard for any guidance or advice given by HINO.

13-4. It is agreed and understood that notwithstanding any guidance or advice that may be given by HINO from time to time under the preceding Article 13-3, Distributor shall remain solely responsible for any decision regarding its business management and the results therefrom. HINO's guidance or advice shall provide Distributor with no ground for compensation by HINO, nor shall it relieve Distributor from any of its obligations under this Agreement.

Article 14. - Supply of HINO Products

14-1. Each sale and purchase of HINO Vehicles in CBU and SBU, HINO Parts and HINO Accessories between HINO and Distributor shall be transacted pursuant to an individual sales contract in the form prescribed by HINO (hereinafter referred to as "Sales Contract"), the general terms and conditions of which are as set forth in Schedule 14-1. Each sale and purchase of HINO Vehicles in KD shall be transacted pursuant to a technical cooperation agreement which has been or will be separately entered into by and between the Parties prior to the supply thereof (hereinafter referred to as "TCA").

14-2. HINO may at any time appoint a person, firm and/or corporation to handle the export and/or import of HINO Products into the Territory (hereinafter referred to as "Trader"), the terms and conditions relating thereto shall be as set forth in Schedule 14-2.

14-3. Where HINO Products will not be supplied to Distributor by HINO or Trader but instead by a supplier appointed by HINO (hereinafter referred to as "Other Supplier(s)"), Distributor and Other Suppliers shall determine the appropriate ordering procedures for such HINO Products to be supplied. The terms and conditions relating to supply to Distributor of HINO Products by any Other Suppliers shall be as set forth in Schedule 14-3.

14-4. HINO reserves the right to change, replace or discontinue the HINO Products to supplied to Distributor under this Agreement, either in whole or in part, in each case its sole discretion and at any time that HINO decides to implement such chang replacement or discontinuation. In the event of a change or replacement of HIN Products, Schedule 3-2 and other relevant Schedules shall be amended accordingly written notice from HINO to Distributor specifying such change or replacement. the event of discontinuation of HINO Vehicles, the definition of HINO Vehicles und this Agreement shall be that described in the written notice from HINO to Distributo and shall take effect three (3) months after the date of such written notice. Distribut shall have no right to a claim for compensation or otherwise from HINO f consequences resulting from HINO's decision to change, replace or discontinue an HINO Products.

14-5. In the case of a discontinuation of certain HINO Vehicles, HINO shall infor Distributor in writing of such discontinuation at least three (3) months before suc discontinuation will take effect.

14-6. Regardless of the definition of the HINO Vehicles, HINO Vehicles to be supplied t Distributor will be truck or bus chassis in CBU, SBU and/or KD bearing the "HINO branding and fitted with a HINO diesel engine with or without a driver's cab, with o without a loading body and superstructure for a truck, with or without a body for a bu or a coach and with or without tires and/or batteries.

14-7. HINO shall, at its sole discretion after considering various market conditions in th Territory and consulting with Distributor determine and/or change from time to time th manufacturers, suppliers, forms of supply, any production period limit and the other specifications of HINO Products to be supplied to Distributor. Distributor shall have no right to claim whatsoever of compensation or otherwise from HINO for consequences resulting therefrom. The manufacturers, suppliers, forms of supply and any production period limit of HINO Products as of the effective date of this Agreement are listed in the Schedules hereof, and may be amended from time to time by HINO at its sole discretion.

14-8. For any HINO Vehicle supplied to Distributor without body, Distributor shall have the body mounted on such HINO Vehicle strictly in accordance with "Body Mounting Manual" separately prescribed by HINO, and also in accordance with any other technical material or instruction separately prescribed by HINO. Distributor shall assume all the responsibility for any fault, deficiency or defect caused in or by such mounting, and shall indemnify and hold HINO harmless from and against any loss or damage caused to any party by or resulting from any fault, deficiency or defect in or by such mounting.

14-9. For any HINO Vehicle supplied to Distributor in SBU, Distributor shall, before selling any such HINO Vehicle to any party, build up such HINO Vehicle into finished HINO Vehicle in accordance with Schedule 14-9.

14-10. For any HINO Products supplied to Distributor in KD, Distributor shall, before selling any such HINO Products to any party, assemble or otherwise manufacture such HINO Products into finished HINO Products in strict compliance with the TCA.

Article 15. - Intellectual Property Rights

15-1. No provision of this Agreement shall be construed to transfer to Distributor any rights in Intellectual Property of HINO, its parent company, its subsidiaries and affiliates, all of which are fully reserved by them.

15-2. Distributor shall have no right to apply for any rights in Intellectual Property within or outside the Territory in connection with any Intellectual Property disclosed to Distributor by HINO, its subsidiaries and affiliates hereunder, whether in the form so disclosed, or in the form of an imitation or derivative thereof or in combination with any other Intellectual Property.

15-3. In the event that Distributor becomes aware of any infringement or potential infringement in the Territory of (i) rights, title and interest in Intellectual Property of HINO, its subsidiaries and affiliates by any third party, or (ii) the Intellectual Property rights of a third party by HINO Products, Distributor shall accurately and promptly inform HINO of the details thereof with supporting evidence, and shall either assist HINO in taking all necessary or advisable measures to protect HINO's rights in its Intellectual Property, or take appropriate defensive measures against any complaint about alleged infringement, in accordance with the instructions then given by HINO.

15-4. In the event that HINO applies for a registration of any of its rights in Intellectual Property in the Territory, Distributor shall cooperate with HINO, if so requested by HINO, to achieve and maintain such registration.

15-5. The rights in Intellectual Property referred to in this Article shall include all of such rights of whatever nature or kind owned by HINO, its parent company, its subsidiaries and affiliates, whether registered or not, within or outside the Territory.

Article 16. - Trademarks

16-1. HINO hereby grants Distributor a non-exclusive right to use such trademarks and service marks as owned or to be owned by HINO on or relating to HINO Products (hereinafter referred to as "Trademarks") and solely in connection with the distribution, sale and service thereof in Territory. Trademarks as of the effective date of this Agreement shall be listed in Schedule 16-1 and may be changed from time to time by HINO at its sole discretion. In no event shall Distributor register or apply for registration of, or cause or allow any third party to register or apply for registration of, the Trademarks and/or any marks using or including the Trademarks or any marks similar thereto, whether in or outside the Territory.

16-2. Distributor hereby agrees to use the Trademarks only on or relating to HINO Produ and solely in connection with the distribution, sales and service thereof in the Territo Distributor further agrees not to use the Trademarks on or relating to any product oth than HINO Products and not to use any mark confusingly similar to the Trademar for any purpose whatsoever.

16-3. Distributor shall, when advertising, publicizing and promoting the sales and service HINO Products, use the Trademarks in such a manner as prescribed or instructed b HINO. In the event that Distributor desires to use Trademarks in a manner n prescribed or instructed by HINO, Distributor shall obtain the prior written approv of HINO.

16-4. HINO may, at its sole discretion, require Distributor to submit examples of any or a proposed or current advertising materials such as brochures, sales catalogs newspapers, video footage or website material which clearly demonstrate the manne of use or proposed use of the Trademarks by Distributor in the Territory. If HINO deems that Distributor is using or has used the Trademarks in a manner not prescribed instructed or approved by HINO or which would adversely affect the validity o ownership by HINO of the Trademarks, HINO may request Distributor to cease o modify such problematic use of the Trademarks, and Distributor shall promptly comply with such request and provide HINO with evidence of its compliance.

16-5. Distributor may permit Dealers to use the Trademarks within the limits of the right granted to Distributor hereunder; provided that Distributor shall impose on Dealers and cause them to comply with, obligations substantially identical to those imposed by HINO on Distributor hereunder. In the event that any Dealer discontinues the sales and/or service of HINO Products, Distributor shall immediately cause Dealer not to use Trademarks or any mark confusingly similar thereto for any purpose whatsoever. If such Dealer continues to use the Trademarks or any mark confusingly similar thereto, Distributor shall cause Dealer to, or if so requested, fully assist HINO to, stop such use.

16-6. The registration of Trademarks in Territory can be made only by HINO and cannot be made by Distributor. However, if HINO so requires in writing, Distributor shall have Trademarks registered in the Territory on behalf and for account of HINO. In all circumstances, the Trademarks rights shall vest in HINO.

16-7. Distributor shall continuously monitor in the Territory any infringement or potential infringement of (i) Trademarks by any third party, and (ii) trademarks of any third party by HINO Products. In the event that Distributor becomes aware of any such infringement or potential infringement, Distributor shall accurately and promptly inform HINO of the details thereof with supporting evidence, and shall either assist HINO in taking all necessary or advisable measures to protect HINO's rights to Trademarks, or take appropriate defensive measures against any complaint about alleged infringement, in accordance with the instructions then given by HINO.

rticle 17. - Trade Name Including "HINO"

7-1. In the event that Distributor desires to use the name "HINO" in its corporate, business or division name, Distributor shall obtain the prior written approval of HINO, and if so approved by HINO, Distributor shall be deemed to be granted by HINO a non-exclusive right to use in the Territory the name "HINO" as a part of its corporate, business or division name in accordance with the terms and conditions prescribed in Schedule 17-1; provided that Distributor shall indemnify and hold HINO harmless from and against any loss or damage to HINO caused by or in relation to the use of the name "HINO" by Distributor.

17-2. In the event that any Dealer desires to use the name "HINO" in its corporate, business or division name, Distributor may permit it to do so; provided, however, that Distributor shall:

(1) ensure that the proposed corporate, business or division name shall comply with instructions separately given by HINO;

(2) cause the Dealer to undertake in writing that the Dealer shall assume and comply with obligations substantially identical to those prescribed in Schedule 17-1, and that the Dealer shall, if so requested to Distributor or the Dealer by HINO for any reason whatsoever, immediately cease or change the use of the name "HINO" in its corporate, business or division name; and

(3) at the end of each calendar year and, more frequently if so requested by HINO, furnish HINO with information regarding the use of the name "HINO" in the corporate, business or division name of the Dealers which use it.

17-3. In the event that the use of the name "HINO" by Distributor and/or any Dealer in its corporate, business or division name has been already approved by HINO as of the effective date of this Agreement, such use of the name "HINO" by Distributor and/or Dealer shall be deemed to be approved by HINO under this Agreement, and the preceding Articles 17-1 and 17-2 shall be *mutatis mutandis* applicable.

Article 18. - Domain name including Trademarks or "HINO"

In the event Distributor desires to use a domain name containing the Trademarks or the name "HINO", "Hino" or "hino" in any form, character or language (hereinafter referred to as "HINO Domain Name"), Distributor shall obtain the prior written approval of HINO, and if so approved by HINO, such use of such HINO Domain Name shall be subject to the terms and conditions applicable to the Trademarks and the name "HINO" hereunder, and any other instructions and rules separately given by HINO. If HINO approves the registration by Distributor of a HINO Domain Name, such registration and all maintenance and other related fees and expenses will be borne by Distributor. Upon the registration of a HINO Domain Name, Distributor shall submit the original certificates of registration for the HINO Domain Name to HINO if so requested. The Distributor will only be entitled to use a HINO Domain Name during the term of this Agreement. Upon termination or expiration of this Agreement,

Distributor shall promptly cease use of any and all HINO Domain Names and at its o expense shall promptly cancel the registration for such HINO Domain Name or regis of such HINO Domain Name to HINO.

Chapter C. Sales and Service

Article 19. - Sales and Service Network

19-1. Distributor shall, so as to promote the sales and service of HINO Products in th Territory and based on HINO's guidance or recommendation, establish an effecti sales and service network for HINO Products in each district extending over a fair wide area within the Territory (hereinafter referred to as "Sub-Territory"):

(1) by appointing reliable and competent Dealers in the Territory to be engaged i the sales and/or service of HINO Products in the respective Sub-Territor and/or

(2) by establishing its own branches to be engaged in the sales and/or service o HINO Products in the respective Sub-Territory (hereinafter referred to a "Branches").

19-2. Distributor shall have the above network provide the sales and service of HINO Products in a timely manner for every customer in the Territory, and also shall use its utmost efforts, subject to all applicable laws and regulations, to increase the number of Dealers and/or Branches which are engaged in both the sales and service of HINO Products in accordance with guidance separately given by HINO.

19-3. Distributor shall promptly notify HINO of the appointment and dismissal of any Dealer and the establishment and the closing of any Branch, and, upon HINO's request, furnish HINO with any background information thereon.

19-4. In the event that Distributor appoints Dealers in the Territory, Distributor shall not act in such a way as to create any contractual relationship between HINO and any of such Dealers.

Article 20. - Organization and Facilities

20-1. Unless otherwise separately agreed by HINO, Distributor shall, in accordance with instructions separately provided by HINO and at the cost and expense of Distributor:

(1) always have adequate funds readily available for the import, distribution, sales and service of HINO Products in the Territory;

(2) establish and maintain an effective organization with a sufficient number of employees well experienced in the import, distribution, sales and service of HINO Products in the Territory; and

(3) establish, maintain or lease from a reliable and competent third party:

(i) storage yards for HINO Vehicles and warehouses for HINO Parts and HINO Accessories, all of which shall be reasonably administered by Distributor;

(ii) facilities with adequate capacities, machinery and tools for the services including pre-delivery inspection and service subject to the provisions of Article 25-2, repair and maintenance service of HINO Vehicles;

(iii) systems to support the timely supply of HINO Products to all Dealers and Branches; and

(iv) facilities with adequate capacities, machinery and tools for the education and training of sales and service personnel of Distributor and Dealers.

20-2. Unless otherwise separately agreed by HINO, Distributor shall, in accordance with instructions separately provided by HINO and at the cost and expense of Distributor or Dealers, cause each of Dealers and Branches to:

(1) establish and maintain an effective organization with a sufficient number of employees well experienced in the sales and/or service, as the case may be, of HINO Products in the respective Sub-Territory;

(2) for the sales of HINO Vehicles and HINO Accessories in the respective Sub-Territory, establish, maintain or lease from a reliable and competent third party:

(i) a satisfactory showroom for HINO Vehicles and HINO Accessories, and

(ii) storage yards for HINO Vehicles and warehouses for HINO Accessories, all of which shall be reasonably administered by it;

(3) for the service of HINO Products in the relevant Sub-Territory, establish, maintain or lease from a reliable and competent third party:

(i) warehouses for HINO Parts which shall be reasonably administered by it, and

(ii) facilities with adequate capacities, machinery and tools for the service, including repair and maintenance service, of HINO Products;

(4) fabricate, construct and maintain the corporate identification signs for its sales and/or service facilities for HINO Products; and

(5) procure from HINO or any third party designated by HINO, at its own expense and cost, the tools to be used for the sale and service of HINO Products separately designated by HINO, including, without limitation, service tools, manuals, catalogs, sales promotion material and software.

20-3. If HINO deems that the requirements set forth in the preceding Article 20-1 or 2 are not fully met, HINO may instruct Distributor to, and Distributor shall, comply w HINO's requests to make necessary improvements without delay.

Article 21. - Management of Dealers

21-1. Distributor shall conclude with each of Dealers a written contract on Dealers' dut and obligations regarding the sales and/or service of HINO Products in the respect Sub-Territory (hereinafter referred to as "Dealer Agreement"), which shall in no w contradict or be inconsistent with the provisions of this Agreement and sh automatically expire or terminate upon the expiration or termination of this Agreeme for any reason whatsoever.

21-2. Distributor shall periodically review the performance of Dealers and shall gi appropriate guidance or advice concerning Dealers' business management and a other matter so as to promote the sales and/or service of HINO Products in t respective Sub-Territory.

21-3. Distributor shall, upon HINO's request, make an investigation into and report on t activities of any Dealer and furnish HINO with any data or information concerni such Dealer without unreasonable delay.

21-4. In the event that HINO deems that any Dealer is not properly qualified or may impa the reputation of HINO Products, the brand "HINO" or HINO or may obstruct th effective establishment of the sales and service network of HINO Products in th Territory, Distributor shall promptly comply with HINO's request, if any, to improv the performance of such Dealer or replace such Dealer with a qualified third party.

21-5. Distributor shall, at its own expense, establish and carry out an education and trainin program for personnel of Dealers as well as its own personnel which would contribut to the promotion and improvement of the sales and service of HINO Products in th Territory.

21-6. Distributor hereby acknowledges that there shall not exist any right or duty between HINO and any of Dealers under any provision of this Article or any other provision of this Agreement subject to Articles 16-5, 17-2(2) and 35-6. The appointment of Dealers shall in no way release, decrease or alter the responsibility of Distributor against HINO under this Agreement, and it shall be the responsibility of Distributor to ensure that Dealers do not act in such a manner as may cause Distributor to be in breach of any of its obligations under this Agreement. Distributor shall indemnify and hold HINO harmless from and against any loss or damage to any party caused by or in relation to the Dealer Agreements, including the termination thereof for whatever reason, or any conduct of Dealers.

21-7. In the event that Distributor terminates the Dealer Agreement with any Dealer and/or any Dealer discontinues the sales and/or service of HINO Products, Articles 35-3, 35-4,

35-5 and 35-6 shall apply *mutatis mutandis* to such Dealer.

rticle 22. - Stock of HINO Products

Distributor shall by itself and/or through Dealers constantly keep an appropriate stock of HINO Products so as to deliver them and provide necessary service to customers in the Territory promptly and in a timely manner, and shall have each of the stock of HINO Products kept in good condition in compliance with HINO's instructions.

rticle 23. - Wholesale and Retail Prices

-1. HINO may propose to Distributor the wholesale price and suggested retail price in the Territory for each of HINO Products. Distributor shall keep HINO informed of existing circumstances in the Territory that may be necessary or useful to HINO in making such proposal, including, but not limited to, economic trends and publicly available information on the retail prices of Competitive Products in the Territory.

-2. Notwithstanding the foregoing, Distributor is free to, and shall independently, establish the wholesale price and the suggested retail price in the Territory for each of HINO Products. Distributor shall from time to time and without delay inform HINO of such prices including any change thereto.

3-3. If HINO determines that there is a risk of losing credit in the market in the Territory as a result of Distributor selling HINO Products at unreasonable prices, HINO may either prescribe reasonable prices to be applied by Distributor for the sales of HINO Products in the Territory or otherwise refuse to accept orders from Distributor for such HINO Products, so long as they do not infringe the local laws and regulations concerning fair competition.

Article 24. - Advertisement

24-1. Unless otherwise separately agreed by HINO, Distributor shall, at its own cost and expense, assume the obligation to publicize and advertise HINO Products in the Territory by effective and appropriate means.

24-2. Upon HINO's request or periodically, Distributor shall furnish HINO with an annual program for the publicity and advertisement of HINO Products in the Territory, provided that, in case that Distributor periodically furnishes the annual program to HINO, such time and frequency for the provision of the annual program shall be separately agreed upon between the Parties.

24-3. HINO may give appropriate guidance or recommendations to Distributor in connection with any publicity and advertisement of HINO Products, and the annual program therefor, and Distributor shall pay due regard to such guidance or recommendations.

24-4. If so requested by HINO, Distributor shall cooperate with HINO in attending event, such as any show, exhibition, fair, race and rally, to be held in the Territory.

Article 25. - Pre-delivery Inspection and Service

25-1. Distributor shall not sell any HINO Vehicles without having performed a thoro pre-delivery inspection and service in accordance with the pre-delivery inspec standards separately prescribed by HINO.

25-2. Distributor may, on its own responsibility, entrust the above-mentioned pre-deliv inspection and service to a reliable and competent third party possessing adequ facilities, and shall follow all instructions or guidance given by HINO, if any, and sh cause such third party to perform the obligation as stipulated under the precedi Article 25-1.

25-3. Notwithstanding the provisions of the preceding Articles 25-1 and 25-2, HINO m directly or through a third party, perform at any time the pre-delivery inspection a service to or of any HINO Vehicles. In such case, Distributor shall provide faciliti to, and follow the directions of, the inspectors appointed by HINO and follow t results of the inspection, regardless of the results of the inspection under the precedi Article 25-1 or 25-2.

25-4. In the event that any HINO Vehicle fails to meet the pre-delivery inspection standard Distributor shall not sell, or otherwise dispose of, such HINO Vehicle without HINO instructions or prior written consent. In such case, Distributor shall report the failu in writing in detail to HINO, and shall ask HINO for instruction on, or prior consent measures to be taken.

Article 26. - Modification by Distributor

26-1. Distributor shall not, without HINO's prior written consent, make, or allow Dealers o any third party to make, any modification to any HINO Products, including, but no limited to, any attachment to, or removal of a part or parts of, HINO Products.

26-2. Notwithstanding HINO's prior written consent to any modification of HINO Product under the preceding Article 26-1, Distributor shall assume all responsibility for any fault, deficiency or defect caused in or by such modification and shall indemnify and hold HINO and/or their respective Other Suppliers harmless from and against any loss or damage to any party caused by any fault, deficiency or defect caused in or by such modification.

Article 27. - Product Development

27-1. In the event that Distributor desires to, or desires to allow any third party to, develop, manufacture and/or procure, and distribute and/or sell in the Territory any of the following products as HINO brand products, Distributor shall obtain the prior written

approval of HINO and shall comply with any and all applicable laws and/or regulations in the Territory including safety standard applied to the product, quality standard established by Distributor and approved by HINO and agreements, which includes the royalty payment obligation of Distributor, to be separately entered into by and between HINO and Distributor in advance:

(1) any motor vehicles using any Trademark or part or combination thereof which would be converted from any of HINO Vehicles for certain specific purposes including bus body mounting on HINO Vehicles supplied either in CBU, SBU or KD;

(2) any spare parts, chemicals, lubricants or tools using any Trademark or part or combination thereof which would be used for the repair or maintenance of HINO Products; and

(3) any accessories using any Trademark or part or combination thereof which would be installed in HINO Vehicles.

27-2. In the event that HINO gives its written approval to Distributor under the preceding Article 27-1, the relevant products shall be deemed to be included in HINO Vehicles, HINO Parts or HINO Accessories, as the case may be, under this Agreement even if not so described in Schedule 3-2, provided that, unless otherwise agreed upon under the agreements to be entered into between HINO and Distributor pursuant to the preceding Article 27-1, Distributor shall assume all the responsibility for any fault, deficiency or defect therein, and shall indemnify and hold HINO harmless from and against any loss or damage to any party caused by such products.

27-3. In the event that any of the provisions contained in the agreements to be entered into between HINO and Distributor pursuant to Article 27-1 above is contradictory to or inconsistent with any provision of this Article or any other provision of this Agreement, the former shall prevail.

Article 28. - Service to Customers

28-1. Distributor shall, in accordance with manuals and instructions separately provided by HINO, perform and cause Dealers to perform services, such as pre-delivery inspection and service, periodic inspections, general repairs and maintenance services, for any of HINO Products and, upon the request of customers, any other HINO brand motor vehicles, genuine spare parts and genuine accessories in the Territory (hereinafter referred to as "Flow-in HINO Products"), whether or not sold by Distributor or Dealers. In the event that Distributor requires certain HINO brand genuine spare parts other than HINO Parts and/or any tools or materials so as to perform service for Flow-in HINO Products, HINO shall cause Distributor to be supplied with such spare parts under the terms and conditions to be separately agreed upon between Distributor and the supplier as designated by HINO.

28-2. Distributor shall perform and cause Dealers to perform warranty repairs of any of HINO Products in accordance with the provisions of "Warranty Policy" or "Parts

Warranty Policy", as the case may be, separately prescribed by HINO or Ot Suppliers (hereinafter collectively referred to as "WARRANTY POLICIES"). In event that Distributor plans to warrant, at its own cost and expense and responsibi HINO Products beyond the limitations prescribed in WARRANTY POLICI Distributor shall furnish HINO with a detailed description of such warranty and obt the prior written approval of HINO.

28-3. Distributor shall not use, purchase, distribute or sell any spare parts other than HI Parts for repair or maintenance of HINO Vehicles without the prior written approval HINO.

28-4. In the event that HINO determines to carry out any special service campaign in Territory for any of HINO Products and/or Flow-in HINO Products, Distributor sh fully cooperate with HINO in accordance with the instructions then given by HIN In the event that Distributor plans, at its own cost and expense and responsibility special service campaign for any of HINO Products and/or Flow-in HINO Products the Territory, Distributor shall furnish HINO with a detailed description of su campaign and obtain HINO's prior written approval.

28-5. Unless otherwise separately instructed by HINO, HINO may, at its own costs a expenses, provide Distributor with technical guidance with respect to the service of new model or equipment of HINO Products to Distributor under terms and conditio to be separately agreed upon between the Parties.

Article 29. - Complaints from Customers

29-1. Unless otherwise instructed by HINO, Distributor shall have a sufficient number well experienced and competent personnel for customer relations, and shall caus Dealers to have the same.

29-2. Distributor shall take and/or cause Dealers to take appropriate measures in response t complaints from customers of any of HINO Products and Flow-in HINO Products whether or not sold by Distributor or Dealers, so as not to discredit HINO Products o the brand "HINO".

29-3. Distributor shall promptly report in detail to HINO and relevant Other Suppliers al complaints that cannot be amicably settled or are likely to take time for settlement and shall comply with the instructions then given by HINO regarding such settlement

Article 30. - PL Claims

30-1. In the event that Distributor becomes aware of any claim, demand, action or sui relating to or arising from personal injury and/or damage to any property other than the subject product itself allegedly caused by any alleged defect in any of HINO Products and Flow-in HINO Products or in any representation thereof (hereinafter referred to as "PL Claims") made in or outside the Territory, Distributor shall promptly

inform HINO and the relevant Other Suppliers of such PL Claims in detail, and shall take appropriate measures in accordance with the provisions of the preceding Article 29.

0-2. In the event that HINO deems that the subject issue of any PL Claims involves alleged defects in the design or manufacture of or warnings with respect to the relevant products, or that Distributor fails to amicably settle any PL Claims or is likely to take time for settlement thereof, HINO and/or its designee may give Distributor necessary assistance and/or instructions relating to, among others, handling of PL Claims, and Distributor shall comply with such instruction and cooperate with HINO.

rticle 31. - Related Businesses

1-1. Distributor shall inform HINO in advance if it intends to conduct any of the following businesses by itself or through its subsidiaries or affiliates:

(1) the business of leasing and/or rental of motor vehicles; and

(2) the business of finance in relation to wholesale and/or retail sales of motor vehicles.

1-2. In the event that Distributor desires to use any corporate, business or division name which would include the name "HINO" in connection with any of the businesses prescribed in the preceding Article 31-1, Distributor shall obtain HINO's prior written approval and comply with the instructions then given by HINO.

hapter D. Termination of Agreement

rticle 32. - Automatic Termination

This Agreement shall terminate automatically upon:

(1) the expiration of the term of this Agreement as provided in Article 5-1;

(2) the execution of a termination agreement in writing by the Parties; or

(3) the dissolution, any admission of insolvency or the filing of a petition for appointment of a receiver, corporate reorganization or bankruptcy of either Party.

rticle 33. - Termination by Distributor

Distributor may terminate this Agreement by giving HINO a written notice of termination effective as of the date thereof, upon the failure by HINO, in Distributor's sole judgment, to remedy any material breach by HINO of any provision of this Agreement within sixty (60) calendar days after receiving a request from Distributor to remedy such breach.

rticle 34. - Termination by HINO

HINO may terminate this Agreement by giving Distributor a written notice termination effective as of the date thereof, upon the occurrence of any of the follow events:

(1) the breach by Distributor of the provisions of Article 40;

(2) the discontinuation of a material part of the business activities of Distributor a HINO authorized distributor hereunder;

(3) the issuance of an order by any relevant authority in the Territory to Distribu to discontinue, or the cancellation or withdrawal of any license or permiss to operate, a material part of its business activities as a HINO authori distributor hereunder, or upon the occurrence of the likelihood of such issua cancellation or withdrawal occurring;

(4) the commission of any crime, the violation of any material law or regulati or the conduct of any act that may, in HINO's sole judgment, discredit image of HINO Products or the brand "HINO" or damage the interests HINO in material respect, by Distributor or any of its executives high-ranked employees;

(5) the election by HINO to terminate this Agreement under Article 7-6 (1) or 1 (1); and

(6) the failure by Distributor, in HINO's sole judgment, to remedy any mater breach of any provision of this Agreement within sixty (60) calendar days af receiving a request by HINO to remedy such breach.

Article 35. - Transactions upon and after Termination

35-1. No right to make a claim against the other Party for any compensation shall be held by either Party in case of termination of this Agreement under Article 32, (ii) by HIN in case of termination under Article 33, and (iii) by Distributor in case of terminati under Article 34.

35-2. Immediately upon termination of this Agreement for any reason whatsoev Distributor shall terminate all Dealer Agreements and any other contracts conclud between Distributor and any third party in connection with this Agreeme Distributor shall indemnify and hold HINO harmless from and against any direct indirect loss or damage to HINO or any party caused by the termination of su agreements and contracts.

35-3. Immediately upon termination of this Agreement for any reason whatsoev Distributor shall, on its own responsibility, collect and remove the following ite located in the facilities of Distributor and/or Dealers, and shall, at its cost and expens deliver to HINO or dispose of a part or the whole of them in accordance with t instructions then given by HINO and provide HINO with evidence of such destructi and a certificate of such completion of destruction signed by Distributor:

(1) all data, facility signs, signboards, posters, advertising or technical materials and printed matters relating to HINO Products whether or not supplied by HINO;

(2) all software for the sales and service of HINO Products as lent by HINO or by a third party designated or acknowledged by HINO; and

(3) all tools and implements designed especially for servicing HINO Products and lent by HINO or by a third party designated or acknowledged by HINO.

5-4. Immediately upon termination of this Agreement for any reason whatsoever, Distributor shall remove from any of its facilities and cease using HINO's name and any of Trademarks and any other trademarks, service marks and any mark confusingly similar thereto, and shall, in compliance with the instructions given by HINO, either cancel the registration of, or transfer to a party designated by HINO, HINO Domain Name, and shall cause Dealers to do the same where applicable.

5-5. Immediately upon termination of this Agreement for any reason whatsoever and at any time thereafter, Distributor shall not conduct itself, and shall cause each of Dealers not to conduct itself, whether intentionally or not, in such manner as would lead a third party to believe that Distributor or any Dealer is still an authorized distributor or dealers, as the case may be, of HINO Products in the Territory.

5-6. In the event that Distributor, in HINO's sole judgment, fails to comply with any of the preceding three (3) paragraphs, HINO shall have the right to enter the premises of Distributor and/or Dealers at any time and to remove and dispose of all items bearing Trademarks or any mark confusingly similar thereto and all other items that should have been delivered to HINO or disposed of by Distributor, without any liability to Distributor and/or Dealers. In this case, Distributor shall immediately reimburse HINO for any cost and expense incurred by HINO in exercising such right, including reasonable attorney's fees and disbursements, if so requested by HINO.

5-7. Upon termination of this Agreement for any reason whatsoever, HINO shall have the right, but not the obligation, to repurchase and/or purchase HINO Products then in the stock of Distributor and/or Dealers which are new, unused, undamaged and, in HINO's sole judgment, in good and salable condition in accordance with the terms set forth in Schedule 35-7. In the event that HINO does not elect to repurchase or purchase any such HINO Products, Distributor shall dispose of such HINO Products in accordance with the instructions then given by HINO.

hapter E. General Provisions

rticle 36. - Representations and Warranties

Each Party represents and warrants that it has full power to enter into this Agreement and to perform its obligations hereunder, that this Agreement constitutes legal, valid and binding obligations of the Party, and that the making and performance of this

Agreement have been duly authorized by all necessary corporate action.

Article 37. - Indemnity

Without limitation to any other provision of this Agreement, Distributor s indemnify, hold harmless and defend HINO, its parent company, subsidiar affiliated companies and their directors, officers, employees, agents, servants, representatives, from and against any and all claims, damages, losses, liabili and expenses, including reasonable attorney's fees and costs, of whatever nat directly or indirectly, caused by or arising out of any action, omission or breach Distributor under this Agreement to the full extent permitted under applicable law.

Article 38. - Confidentiality

38-1. Distributor agrees that it shall, at all times during the term of this Agreement a thereafter, treat as confidential and keep secret all information learned from HI hereunder (hereinafter referred to as "Information"), except for any Information wh through no fault of Distributor, becomes part of the public domain.

38-2. Distributor shall not, without the prior written consent of HINO, disclose any Information to any person other than its own employees, subcontractors and Deale whom Distributor needs to cause to know the same for the purpose of performing obligations hereunder, provided that any such disclosure shall be made to the exte absolutely necessary for such purpose.

38-3. Distributor shall ensure that the persons mentioned in the preceding Article 38-2 a made aware, prior to the disclosure to them of any Information, that the same confidential and that they shall owe a duty of confidence to Distributor. Distribu shall cause each such person to execute suitable confidentiality undertakings.

38-4. Distributor shall, free of any condition, restriction, lien or other encumbrance, deliv to HINO upon request, all Information, all other materials developed usi Information and all copies or other physical embodiments thereof on whatever med and in whatever form which shall be in its possession or control and/or in that of i employees, subcontractors, Dealers or any other person to whom it has been provide

38-5. If Distributor and/or any of the persons mentioned in the preceding Article 38-2 fai to comply with the confidentiality obligations under this Article and/or any of th confidentiality undertakings, Distributor shall indemnify HINO for any loss or damag sustained or incurred as a result of such failure. In addition to these remedies, HIN shall have the right to obtain a cease and desist order or to avail itself of similar leg remedies. The exercise of these rights shall not constitute a waiver of any other righ which HINO may have against Distributor at law or in equity.

Article 39. - Force Majeure

-1. In the event that any of the Parties finds itself unable, by reason of an event of force majeure to carry out its obligations hereunder in whole or in part, the obligations of such Party to the extent that they are affected by such "force majeure" shall be suspended as long as the impossibility so caused continues to last but not thereafter. The term "force majeure" as used herein means any event, whether accidental or not, beyond the control of the Party affected by such event but not necessarily unpredictable by such Party, including, by way of indication and not by way of limitation, any natural calamity, war (whether declared or not), civil war, terrorism, riot, change in the regime of the country, establishment, revision and/or abolition of statute, order and/or disposal by the public power, strike, sabotage, blockade and other disturbances, labor disputes or the like trouble, trouble in the system of transportation, lack of any necessary governmental authorization, fire, explosion, lightning storm, wind, drought, flood, earthquake, epidemic quarantine and other circumstances or situations which are reasonably beyond the control of the Party claiming "force majeure".

9-2. The Party affected by "force majeure" shall not be held liable for the delay in and/or the impossibility of performing an obligation provided for in this Agreement, and/or in a Sales Contract and/or in any Supplementary Agreements.

9-3. Regardless of the preceding Articles 39-1 and 39-2, the payment obligations of the Parties provided in this Agreement shall not be affected by "force majeure", meaning that any amounts owed under this Agreement, a Sales Contract or a Supplementary Agreement by one Party to the other Party at the time of occurrence of an event of "force majeure" shall remain due and payable.

39-4. The Party affected by an event of "force majeure" shall give written notice thereof to the other Party setting forth the particulars of the event of "force majeure". Immediately after the provision of such notice, the performance of this Agreement and/or applicable Sales Contract will be suspended for the part or parts of such agreement and contract which cannot be performed as a consequence of the event of "force majeure".

39-5. If such suspension lasts more than six (6) months, the part or parts of such agreement and contract which are in suspension may be terminated forthwith by the Party not affected by "force majeure" upon written notice to this effect to the other Party.

Article 40. - Prohibition of Assignment

Neither Party may, without prior written approval of the other Party, directly or indirectly, sell assign, transfer, entrust, offer as security or collateral, or otherwise dispose of this Agreement or any of its rights or obligations hereunder, in whole or in part, in any manner or form whatsoever. Notwithstanding the foregoing, HINO may transfer this Agreement and any rights or obligations hereunder to any subsidiary, affiliated company or third party equivalent to such company.

Article 41. - Entire Agreement

41-1. Schedules and Appendix, if any, attached hereto shall constitute integral parts of Agreement.

41-2. This Agreement sets forth the entire agreement and understanding between the Par on the subject matter hereof (except for the future agreements and other docume explicitly referred to in this Agreement) and shall merge and supersede all prior a contemporaneous negotiations, agreements, promises and, understandings, writter oral, express or implied, relating to the subject matter hereof, provided that in case a of the provisions contained in Schedules or Appendix is contradictory to inconsistent with any provision of this Agreement, the former shall prevail.

Article 42. - Amendment or Modification

This Agreement shall not be modified, amended, supplemented or nullified by a means except by a writing signed by the duly authorized representatives of the Partie

Article 43. - Government Approvals

43-1. Any provision of this Agreement which requires the approval of the governments the Territory shall become effective when the approval is granted by the governmen concerned. Distributor shall be fully responsible for obtaining any approval of th governments of Territory and Distributor shall faithfully and promptly obtain suc approval.

43-2. Each Party represents that, to the best of its knowledge, as of the effective date of th Agreement, there are no laws or regulations in effect in the Territory in case o Distributor or in Japan in case of HINO that materially limit or restrict its ability t fully perform its obligations or to accord the other Party its rights under thi Agreement.

Article 44. - Severability

In the event that any provision of this Agreement is found or revealed to be invalid o unenforceable under the laws or regulations of the Territory or Japan, the remainde of this Agreement shall nonetheless remain in full force and effect and this Agreemen shall be construed as if such invalid or unenforceable provision had not been a par hereof. The Parties shall confer and agree upon an effective provision to take the place of the invalid or unenforceable provision.

Article 45. - Taxes and Expenses

All taxes, expenses, charges, duties and local or governmental charges which may be due or become due as a consequence of this Agreement, the Sales Contract or any Supplementary Agreement shall be borne by Distributor.

ticle 46. - No Implied Waiver

-1. No failure of either Party at any time in requiring the performance by the Party of any provision hereof shall prejudice the right to require full performance of the same provision at any time thereafter. No waiver by either Party of a breach of any provision hereof shall constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself.

6-2. No waiver of any provision hereof shall be effective unless the same shall be made explicitly in writing and signed by the Party against whom such waiver is sought to be enforced.

ticle 47. - Headings

All headings and captions are included for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

rticle 48. - Construction and Governing Law

8-1. This Agreement is drafted in the English language and in the event of various editions or translations, the English edition of this Agreement shall prevail.

48-2. The validity, performance and construction of this Agreement shall be governed by and interpreted in accordance with the laws of Japan.

48-3. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded and shall not apply to this Agreement and Supplementary Agreements.

48-4. Any Sales Contract concluded pursuant to Article 14-1 shall be governed by the provisions of this Agreement to the extent necessary to supplement the terms and conditions set forth in such Sales Contract.

48-5. The provisions of this Article 48 shall apply *mutatis mutandis* to any Supplementary Agreements.

Article 49. - Arbitration

49-1. Any dispute, controversy or trouble arising from or in connection with this Agreement shall be brought to an amicable settlement between the Parties.

49-2. In the event that no satisfactory settlement is reached, it is agreed that at the request of either Party, the dispute, controversy or trouble shall be finally settled by arbitration in Tokyo, Japan in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

The language used in the arbitration proceedings shall be the English language.

49-3. This arbitration clause shall survive in the event that this Agreement is adjudged n and void or is canceled or terminated for any reason whatsoever.

49-4. The Parties shall be respectively discharged from all liabilities in respect of any bre of this Agreement and/or from any other claim arising from this Agreement or a Supplementary Agreements unless a formal application to refer the matter arbitration is made within twelve (12) months after expiration or termination of t Agreement.

49-5. The provisions of this Article shall apply *mutatis mutandis* to any Supplementa Agreements.

Article 50. - Notice

50-1. Any communication between HINO and Distributor under this Agreement shall b made in the English language.

50-2. In the event any notice or other communication is required or permitted to be giv under this Agreement, such notice or communication shall be made in writi pursuant to Schedule 50-2 and shall be:

(1) personally delivered with an immediate confirmation of the receipt thereof;

(2) sent by registered airmail; or

(3) transmitted by facsimile.

50-3. Any communication between the Parties appropriately addressed hereunder shall b deemed to have been given and received:

(1) upon receipt thereof, in case of personal delivery;

(2) on the date of receipt thereof expressed in a certificate issued by the post offic responsible for delivery of such communication or, if such certificate is n available, on the tenth (10th) calendar day following posting thereof, in th case of registered airmail; and

(3) upon the recipient's acknowledgment thereof or reference thereto in writing i any way, in case of facsimile.

Article 51. - Counterparts

This Agreement may be executed in one or more counterparts, each of which shall b deemed an original, but all of which when taken together shall constitute but one and the same instrument.

WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly thorized representatives as of the date and year written below in two copies each of which regarded as original and shall be kept by each Party.

r and on behalf of HINO	For and on behalf of Distributor
NO MOTORS, LTD.	SUMMIT SPA MOTORS, LTD.
y: [signature]	By: [signature]
Ichiro Hisada	Iwao Tajiri
Senior Managing Officer	Managing Director
n: 14. 3. 2017	On: Yangon. Myanmar
Tokyo	In: 30 Mar. 2017

Schedule 3-2
(HINO Products List)

HINO Products to be introduced into the Territory shall be as follows:

(1) HINO Vehicles

List of HINO Vehicles
WU600L
WU700L
WU710L
WU720L
WU730L
XZU600L
XZU700L
XZU710L
XZU720L
XZU730L
WU302L
WU342L
FC3JDUD
FC3JGUA
GD1JEUD
GD1JJUA
GD1JLUA
FG1JJUB
FG1JMUB
FG1JPUB
GH1JGUD
GH1JMUA
FM1JLUD
FM1JRUA
GT1JHUA
FT1JGUA
FG1JJ7A
FG1JF7A
FG8JP7A
FG8JM7A
FG8JF7D
FG8JJ7A
GH8JM7A
GH8JP7A
GH8JR7A
FL8JV7A
FL2PR7A
FM8JL7D
FM8JN7D
FM8JR7A
FM2PL7D
FM2PL7M
FM2PN7D
FM2PR7A
SG2PF7B
FM2PK7B
FS1ELVM
FS1ELVD
FS1ESSA
FY1EUVA
FY1EUVM
ZS1EPVA
SH1EEVA
SS1EKVA
SS1EKSA
FS2PMUD
FS2PMUM
FS2PKUM
SH2PEUA
SS2PKUA
FY2PYUD
FY2PYUA
FY2PWUD
FY2PUUM

Where Distributor has acted as an authorized distributor of HINO under an agreement preceding the execution hereof, Distributor shall during the term of this Agreement perform its obligations described under Articles 28, 29 and 30 hereof in respect of any HINO Products or other products distributed by Distributor in the Territory pursuant to such prior agreement.

(2) HINO Parts:

Such HINO brand genuine service parts, lubricants and tools as separately designated by HINO from time to time.

(3) HINO Accessories:

Such HINO brand genuine accessories as separately designated by HINO from time to time.

Schedule 7-1
(Business Targets)

(1) The Parties hereby agree on the annual sales plan of HINO Vehicles, as one of Business Targets under Article 7 of this Agreement, as follows:

(i) the calendar year 2017 (from January 1, 2017 to December 31, 20 91 units

(ii) the calendar year 2018 (from January 1, 2018 to December 31, 20 211 units

(iii) the calendar year 2019 (from January 1, 2019 to December 31, 20 344 units

(2) The Parties hereby agree on the annual sales plan of HINO Parts, as one of Business Targets under Article 7 of this Agreement, as follows:

(i) the calendar year 2017 (from January 1, 2017 to December 31, 20 US Dollar Ninety Six Thousands (96,000)

(ii) the calendar year 2018 (from January 1, 2018 to December 31, 20 US Dollar One Hundred and Seventy Five Thousands (175,000)

(iii) the calendar year 2019 (from January 1, 2019 to December 31, 20 US Dollar Four Hundred and Forty Thousands (440,000)

Schedule 14-1
(General Terms and Conditions for Sales Contracts)

ection 1. - Coverage of Schedule

(1) This Schedule shall apply only to HINO Vehicles in CBU and SBU, HINO Parts and HINO Accessories to be supplied directly to Distributor by HINO.

(2) The terms and conditions of this Schedule 14-1 shall be incorporated by reference into each Sales Contract between HINO and Distributor and shall govern all Sales Contracts in respect of the matters prescribed herein unless a Sales Contract prescribes specific and express terms and conditions that are contrary to, or otherwise inconsistent with, this Schedule. If such specific and express terms and conditions are prescribed in the Sales Contract, these shall prevail only to the extent necessary to avoid or remove inconsistency with this Schedule, provided that they shall in no case breach the provisions of the following Rules, Customs and Practice and Laws, and also provided that in the event of any inconsistency between the following Rules, Customs and Practice and Laws, the items will have the order of priority in which they are listed herein below, and the compulsory provisions of the Laws of Japan shall in any event prevail over the other listed items in the event such inconsistency arises:

(i) The Laws of Japan

(ii) Provisions set by the International Chamber of Commerce

(a) Incoterms 2010

(b) Uniform Customs and Practice for Documentary Credits

Section 2. - Ordering Procedures

(1) Ordering Procedures for HINO Vehicles

Unless otherwise instructed by HINO, Distributor shall, at the beginning of each month during the term of this Agreement (such month, "N-1"), by such date and by such means to be separately specified by HINO:

(i) place an order with HINO for HINO Vehicles to be manufactured by HINO in the month "N"

(ii) notify HINO of estimated orders for HINO Vehicles to be manufactured by HINO in the month "N+1" and "N+2".

(2) Ordering Procedures for HINO Parts and HINO Accessories.

Unless otherwise instructed by HINO, Distributor shall place an order with HINO for HINO Parts and/or HINO Accessories as the need arises. Any order made by Distributor shall be placed by the electronic data interchange system, the email to the

address separately designated by HINO with or without the form designated by H or facsimile in the form designated by HINO.

Section 3. - Effectuation of Sales Contract

(1) Effectuation of Sales Contract for HINO Vehicles

(i) HINO has the right to determine whether it will accept an order for H Vehicles placed by Distributor, in view of all the circumstances such production, stock, price and any other factors of availability of HINO Vehicles export, in addition to Distributor's ability, financial standing, and the like.

(ii) Any offer or counteroffer of order made by HINO is valid for a period of two months from the date of such offer or counteroffer, unless otherwise specific expressed therein.

(iii) Each Sales Contract offered by HINO, pursuant to Distributor's order, shall validly concluded upon receipt by HINO in Japan of one of the original copies such Sales Contract sent by HINO signed by Distributor without any change the content thereof, provided that such signed original copy is received by HI within thirty (30) calendar days from the date stated on the Sales Contract. HINO receives a facsimile from Distributor providing a signed copy of applicable Sales Contract within thirty (30) calendar days from the date stated the Sales Contract, the Sales Contract shall be deemed concluded. If HINO do not receive either an original copy of the Sales Contract signed by Distribu within thirty (30) calendar days from the date stated on the Sales Contract or copy of the signed Sales Contract by facsimile as mentioned above, or Distributor in any way modified or amended the Sales Contract sent by HIN such Sales Contract shall become null and void and, unless otherwise agreed HINO, shall not constitute a binding agreement between the Parties. Where t Distributor establishes a letter of credit covering the terms of Sales Contra without modification, this shall be deemed to constitute Distributor's acceptan of the Sales Contract offered by HINO. Distributor shall send a duly signe original copy of the Sales Contract to HINO in the event that Distributor acceptance of the Sales Contract is made by way of facsimile or by establishme of a letter of credit.

(iv) Upon conclusion of Sales Contract, relevant terms and conditions of th Agreement including this Schedule 14-1 shall apply to each Sales Contract. I case of any inconsistency between the terms and conditions of the Sales Contra and those of this Agreement, the former shall prevail.

(v) Failure by HINO to reply to Distributor's inquiry/order shall not constitu HINO's acceptance in any event.

(2) Effectuation of Sales Contract for HINO Parts and HINO Accessories

(i) HINO has the right to determine whether it will accept an order for HINO Part and/or HINO Accessories placed by Distributor, in view of all the circumstance

such as production, stock, price and any other factors of availability of HINO Parts and/or HINO Accessories for export, in addition to Distributor's ability, financial standing, and the like.

(ii) In the event that HINO accepts Distributor's order, in whole or in part, and HINO has confirmed that the payment by Distributor for HINO Parts and/or HINO Accessories are secured, HINO shall dispatch a sales confirmation (hereinafter referred to as "Sales Confirmation") electronically or via facsimile to Distributor.

(iii) Such Sales Confirmation shall constitute a Sales Contract between the Parties and upon the dispatch by HINO of the Sales Confirmation, the Sales Contract shall be deemed concluded under the terms and conditions prescribed therein, and this Schedule 14-1 and other relevant terms and conditions of this Agreement shall apply to such Sales Contract. In case of any inconsistency between the terms and conditions prescribed in the Sales Contract and those of this Agreement including this Schedule 14-1, the former shall prevail.

(iv) Failure by HINO to reply to Distributor's inquiry/order shall not constitute HINO's acceptance in any event.

Section 4. - Payment

(1) Unless otherwise agreed upon in a Sales Contract between the Parties, Distributor shall pay for the HINO Products by one of following two methods designated by HINO, in such currency and by such payment due date as prescribed in the "Table of Terms of Shipment and Payment" attached hereto (hereinafter referred to as the "Table of Terms"):

(i) Irrevocable and confirmed documentary letter of credit, under which draft or drafts payable at sight shall be drawn, must be established in favor of HINO or its nominee by a prime bank approved by HINO through a bank duly approved by the Japanese Government; or

(ii) Telegraphic transfer to a bank account designated by HINO (T/T).

(2) In the event that the Parties agree upon a term of payment other than the above-mentioned letter of credit and Distributor fails to pay the due amount for the relevant HINO Products, in addition to the full outstanding amount owed by Distributor, HINO may claim against Distributor the interest on any outstanding amount at the rate of up to fourteen point six percent (14.6%) per annum.

Section 5. - Shipment

(1) Unless otherwise agreed upon between the Parties, HINO Products shall be shipped on such terms as prescribed in the Table of Terms.

(2) Unless otherwise agreed upon in a Sales Contract, shipment within the time stipulated shall be subject to freight space being available including the case of FOB where Distributor must provide the space. Where only the number of days or

months for shipment is mentioned in the offer, counteroffer or Sales Contract, shipment will be effected by the first available ship after such period.

(3) Delay in any shipment or failure in shipment of part of installments shall constitute any material breach of this Agreement under Article 33 or 34 (6). In case of shipments being made in installments, each installment shipment shal regarded as being covered by a separate and independent Sales Contract.

Section 6. - Price

(1) Unless otherwise agreed upon in a Sales Contract, the prices of HINO Products s be quoted on such shipment terms and in such currency as prescribed in the Tabl Terms.

(2) The Parties shall, through negotiations in good faith, set and, when circumstan compel it, revise the prices of HINO Vehicles. Upon conclusion of s negotiations, HINO shall confirm the prices of HINO Vehicles in writing.

(3) The prices of HINO Parts and HINO Accessories shall be calculated by multiply the price stipulated in the price list separately prescribed by HINO, by the coeffici separately assigned by HINO, provided, however, HINO reserves the right to rev the price list and the coefficient with prior written notice to Distributor a discussions with Distributor.

Section 7. - Insurance

For any CIF contract, HINO shall obtain ordinary marine insurance (only F.P.A. I.C.C. (C)) for one hundred and ten percent (110%) of the invoice amount. A additional insurance coverage, if so requested by Distributor, shall be obtained Distributor at its own cost, expense and liability.

Section 8. - Packing and Marking

Packing and marking of shipments of HINO Products shall be made at HINO discretion which shall be final and conclusive and Distributor is not entitled to a claim against HINO with regard to packing. Where Distributor requires speci packing for any shipment of HINO Vehicles, Distributor must bear any addition expense arising from such special packing and shall provide HINO with instructio for such packing with allowing sufficient time to enable HINO to comply with su instructions; provided, however, that HINO shall provide such special packing on for HINO Vehicles.

Section 9. - Transfer of Ownership and Risk of Loss

HINO Products sold pursuant to this Schedule shall remain the entire property o HINO until payment for such HINO Products is paid by Distributor and received i

full by HINO, and HINO reserves the right to cancel at any time any Sale Contract for which the price is not paid in full by Distributor and received in full by HINO. Distributor shall, however, bear any and all risks of loss or damages to HINO Products, including damages deriving from an event of force majeure, as from the time of delivery described in the applicable Sales Contract.

ection 10. - Warranty

(1) HINO warrants to Distributor that all HINO Products purchased by Distributor will conform to the descriptions specified in the applicable Sales Contract in respect of type, measurement, weight and quantity (including shortage, erroneous items or damage in the parts either in the form of spare parts or components).

(2) If Distributor finds at the port of arrival by means of proper inspection made by an officially approved inspector and/or representative authorized by HINO in the Territory any non-conformity with respect to the warranty of preceding paragraph, Distributor shall send a claim to HINO in a form to be prescribed by HINO so that such claim shall reach HINO within one hundred eighty (180) calendar days from the date of the bills of lading or Air Waybill of HINO Products at the port of shipment. Should Distributor fail to issue its claim to reach HINO within the above period of time, the HINO Products shall be deemed to have been accepted and HINO shall be free from any and all responsibilities, obligations and liabilities, express or implied, with respect to the warranty of preceding paragraph.

(3) The general conditions of WARRANTY POLICIES separately prescribed by HINO shall apply with regard to any defect in the material and workmanship of HINO Products.

(4) In the absence of a specific warranty by HINO in writing concerning merchantability and fitness for purpose of HINO Products, it shall be deemed that Distributor has duly tested and studied in advance and accepted the merchantability and fitness for purpose of the HINO Products and has acknowledged the HINO Products as applicable under any laws and regulations applying to HINO Products in the Territory, and the responsibilities, obligations and liabilities of HINO are hereby waived to that extent.

(5) Any and all claims under the warranty set forth in this Section 10 or for any other reason, whether in contract or tort, shall be null and void unless properly filed within the relevant period of time set forth in the applicable WARRANTY POLICIES and in accordance with such procedures as may be prescribed by HINO.

(6) **THE FOREGOING WARRANTY SUPERSEDES AND REPLACES ALL OTHER WARRANTIES WHETHER WRITTEN ORAL OR IMPLIED (INCLUDING BUT NOT LIMITED TO WARRANTY OF FITNESS FOR PURPOSE AND MERCHANTABILITY).**

Section 11. - Definition of Trade Terms

The trade terms used in all Sales Contracts must be interpreted pursuant to the R Customs and Practice as well as usage adopted by the International Chambe Commerce.

Section 12. - Transaction upon Termination

Upon the termination of this Agreement (i.e., the HINO Distributorship Agreem regardless of the reason therefor, each Party shall immediately and fully settle al outstanding liabilities to the other Party and any third party in relation to Agreement, provided that if HINO Products fixed in a concluded individual S Contract have not been manufactured or placed on board the carrying vessel, H shall reserve the right to complete or cancel a part or the whole of any S Contract.

Section 13. - Early Termination of Sales Contract

(1) Sales Contract may be terminated at any time by mutual agreement of the Parties mad writing.

(2) Either Party may terminate Sales Contract by written notice to the other Party if other Party fails to fulfill any of its obligations or conditions thereunder and s default continues sixty (60) calendar days after such written notice has been given one or the other Party specifying such default.

Section 14. - HINO Products to be sold directly by HINO

(1) HINO Vehicles

The HINO Vehicles, manufacturer, form of supply and production period limit HINO Products to be sold directly by HINO to Distributor pursuant to this Sched shall be as follows:

HINO Vehicles	Manufacturer	Form of Supply	Production Peri Limit
Not Applicable	Not Applicable	Not Applicable	Not Applicable

(2) HINO Parts and HINO Accessories

HINO Parts and HINO Accessories to be sold directly by HINO to Distribut pursuant to this Schedule shall be determined at HINO's sole discretion.

Table of Terms of Shipment and Payment

HINO Products	Shipment Term	Quoting Currency	Payment Currency	Payment Method
HINO Vehicles (CBU)	Not Applicable			
HINO Vehicles (SBU)	Not Applicable			
HINO Parts (to be shipped by sea)	Not Applicable			
HINO Parts (to be shipped by air)	Not Applicable			
HINO Accessories (to be shipped by sea)	Not Applicable			
HINO Accessories (to be shipped by air)	Not Applicable			

Schedule 14-2
(General Terms and Conditions for Supply of HINO Products to Distributor through a Trader)

Section 1. - Coverage

This Schedule shall apply only to HINO Products to be supplied to Distrib through a Trader.

Section 2. - Trader

(1) HINO may appoint a Trader pursuant to Article 14-2, provided that s appointment shall not prejudice the rights granted to Distributor pursuant to Agreement.

(2) Upon appointment of a Trader, sales contracts shall be concluded between s Trader and Distributor, provided that HINO shall not bear any responsibility shall not be under any liability whatsoever as a consequence of such sales contra notably in case of conflict between such sales contracts and HINO's general te and conditions of sales.

(3) The Trader appointed by HINO as of the date hereof is as follows and HINO may any time and at its sole discretion, cancel such appointment or replace the Trader its sole discretion, in which case it shall provide Distributor a written notice effect as of the date of such cancellation or replacement;

Trader
Name: SUMITOMO CORPORATION
Address: 1-8-11 Harumi, Chuo-ku, Tokyo, 104-8610, Japan

(4) Upon cancellation of the appointment of a Trader by HINO, Distributor shall ha no rights to make a claim against HINO for any reason whatsoever.

(5) Unless otherwise instructed by HINO, where a Trader remains appointed by HIN Distributor shall place orders for the HINO Products with the Trader.

Section 3. - The price of HINO Products

(1) HINO Vehicles
The price of HINO Vehicles to be supplied by the Trader to Distributor shall determined and agreed between HINO and Distributor, provided that such pricing in compliance with the laws of the Territory.

(2) HINO Parts and HINO Accessories

The prices of HINO Parts and HINO Accessories to be supplied by the Trader to Distributor shall be determined and agreed between HINO and Distributor, and shall be calculated by multiplying the price stipulated in the price list separately prescribed by HINO, by the coefficient separately assigned by HINO, provided that such pricing is in compliance with the laws of the Territory. HINO reserves the right to revise the price list and the coefficient with prior written notice to Distributor after discussions with Distributor.

Section 4. - Warranty

The warranty for HINO Products supplied to Distributor through the Trader shall be provided directly from HINO to Distributor, and the terms and conditions provided for in Section 10 of Schedule 14-1 shall apply.

Section 5. - HINO Products to be supplied to Distributor through Trader

(1) Hino Vehicles
The HINO Vehicles, manufacturer, form of supply and production period limit of HINO Vehicles to be supplied to Distributor through Trader shall be as follows:

HINO Vehicles	Manufacturer	Form of Supply	Production Period Limit
WU600L WU700L WU710L WU720L WU730L XZU600L XZU700L XZU710L XZU720L XZU730L FC3JDUD FC3JGUA GD1JEUD GD1JJUA GD1JLUA FG1JJUB FG1JMUB FG1JPUB GH1JGUD GH1JMUA FM1JLUD FM1JRUA GT1JHUA FT1JGUA	HINO	CBU	-------

FG1JJ7A FG1JF7A FG8JP7A FG8JM7A FG8JF7D FG8JJ7A GH8JM7A GH8JP7A GH8JR7A FL8JV7A FL2PR7A FM8JL7D FM8JN7D FM8JR7A FM2PL7D FM2PL7M FM2PN7D FM2PR7A SG2PF7B FM2PK7B FS1ELVM FS1ELVD FS1ESSA FY1EUVA FY1EUVM ZS1EPVA SH1EEVA SS1EKVA SS1EKSA			
FS2PMUD FS2PMUM FS2PKUM SH2PEUA SS2PKUA FY2PYUD FY2PYUA FY2PWUD FY2PUUM	GAC HINO MOTORS CO., LTD.	CBU	-------

(2) HINO Parts and HINO Accessories
HINO Parts and HINO Accessories to be supplied to Distributor through Trad pursuant to this Schedule shall be separately designated by HINO.

Schedule 14-3
(General Terms and Conditions for Supply of HINO Products to Distributor through Other Suppliers)

Section 1. - Coverage

This Schedule shall apply only to HINO Products to be supplied to Distributor through Other Suppliers.

Section 2. - Other Suppliers

(1) HINO may appoint Other Suppliers pursuant to Article 14-3, provided that such appointment shall not prejudice the rights granted to Distributor pursuant to this Agreement.

(2) Upon appointment of Other Suppliers, sales contracts shall be concluded between such Other Suppliers and Distributor, provided that HINO shall not bear any responsibility and shall not be under any liability whatsoever as a consequence of such sales contracts, notably in case of conflict between such sales contracts and HINO's general terms and conditions of sales.

(3) Other Suppliers appointed by HINO as of the date hereof shall be as follows and HINO may, at any time and at its sole discretion, cancel the appointment or replace Other Suppliers by giving Distributor a written notice effective as of the date thereof;

Other Suppliers
Name; P.T. HINO MOTORS MANUFACTURING INDONESIA (hereinafter referred to as "HMMI")
Address; Jl. Damar Blok D1 No.1, KBI, Purwakarta 41181, Indonesia

(4) Upon cancellation of the appointment of Other Suppliers by HINO, Distributor shall have no rights to make a claim against HINO for any reason whatsoever.

(5) Unless otherwise instructed by HINO, Distributor shall place an order for the HINO Products with Other Suppliers.

Section 3. - The price of HINO Products

The price of HINO Products to be supplied by Other Suppliers to Distributor shall be discussed between HINO and Distributor and shall be determined between Distributor and Other Suppliers.

Section 4. - Warranty

(1) HINO Vehicles

(a) If Distributor finds at the port of arrival by means of proper inspection mad an officially approved inspector and/or representative authorized by O Suppliers in the Territory any non-conformity of the HINO Vehicles respect to the descriptions specified in the applicable sales contract with O Suppliers in respect of type, measurement, weight and quantity (inclu shortage, erroneous items or damage in the parts either in the form of s parts or components), Distributor shall send a claim to Other Suppliers purs to the terms and conditions to be separately agreed between Distributor Other Suppliers, and Distributor shall have no right to make any warranty c against HINO for the non-conformity of the HINO Vehicles supplied by O Suppliers.

(b) Unless otherwise instructed by HINO, warranty for the HINO Vehicles supp to Distributor through Other Suppliers shall be provided by Other Supplier Distributor pursuant to the terms and conditions to be separately agreed betw Distributor and Other Suppliers, and Distributor shall have no right to make warranty claim against HINO for the HINO Products supplied by O Suppliers, provided, however, the terms and conditions of warranty for s HINO Products supplied by Other Suppliers shall be discussed between HI and Distributor.

(2) HINO Parts and HINO Accessories

(a) If Distributor finds at the port of arrival by means of proper inspection non-conformity of the HINO Parts and/or HINO Accessories with respect to descriptions specified in the applicable sales contract with Other Suppliers respect of type, measurement, weight and quantity (including shorta erroneous items or damage in the parts either in the form of spare parts components), Distributor shall send a claim to Other Suppliers pursuant to terms and conditions to be separately agreed between Distributor and Oth Suppliers, and Distributor shall have no right to make any warranty cla against HINO for the non-conformity of the HINO Parts and HINO Accesso supplied by Other Suppliers.

(b) Unless otherwise instructed by HINO, warranty for the HINO Parts and HINO Accessories supplied to Distributor through Other Suppliers shall provided by HINO to Distributor pursuant to Section 10 (3) through (6) Schedule 14-1 hereof, and Distributor shall have no right to make any warran claim against Other Suppliers for the warranty of the HINO Parts and/or HIN Accessories supplied by Other Suppliers.

Section 5. - HINO Products to be supplied to Distributor through Other Suppliers

(1) HINO Vehicles

The HINO Vehicles, manufacturer, form of supply and production period limit HINO Vehicles to be supplied to Distributor through Other Suppliers shall be

follows:

HINO Vehicles	Manufacturer	Form of Supply	Production Period Limit
WU302L	HMMI	CBU	-------
WU342L	HMMI	CBU	-------

(2) HINO Parts and HINO Accessories

HINO Parts and HINO Accessories to be supplied to Distributor through Other Suppliers pursuant to this Schedule shall be separately designated by HINO.

Schedule 14-9
(Terms and Conditions for the Built-up of HINO Vehicles Supplied in SBU)

Section 1. - Coverage

(1) This Schedule shall apply only to HINO Vehicles supplied to Distributor in SBU.

(2) This Schedule shall not apply to any HINO Products supplied in KD, where tech know-how of HINO is required to be provided to Distributor for the assemb manufacturing of HINO Products in KD into finished HINO Products and/or w Distributor uses any parts and/or components manufactured by Distributor or sup by any third party for the assembly or manufacturing of HINO Products in KD finished HINO Products.

Section 2. - Basic Requirements of HINO Vehicles

Prior to selling any HINO Vehicles supplied to Distributor in SBU to any p Distributor shall build-up HINO Vehicles into finished HINO Vehicles at its own expense and responsibility, and shall be subject to the following terms and conditio

(a) Distributor shall precisely satisfy the following technical documents, specificat and/or any other instructions separately provided by HINO (hereinafter collecti referred to as the "HINO Standards"), and shall maintain the proper and speci quality of HINO Vehicles.

(i) Assembly instruction manuals

(ii) Assembly manual - parts illustration

(iii) Vehicle inspection standard

(b) Distributor shall not use any other parts, units and/or components than H Vehicles provided by HINO in SBU, and

(c) Distributor shall comply with the laws and regulations of the Territory or any o country or area where the HINO Vehicles are sold pursuant to the HINO's p written consent (if any), pertaining to or affecting the structure and performanc the HINO Vehicles, and shall, at its cost and expense, obtain any approval certification necessary for the build-up, sale, use and/or registration of the HI Vehicles in the Territory.

Section 3. - Inspection of the Quality of HINO Vehicles

(1) Distributor shall inspect and/or test, all of the HINO Vehicles in accordance w HINO Standards, immediately after such HINO Vehicles are built-up by Distributor

(2) Distributor shall not sell any HINO Vehicles that have failed to pass the s inspection and testing. In the event that the HINO Vehicles have failed to pass su

inspection or testing, Distributor shall re-build up or repair the same and/or make a change in the build-up process, in accordance with HINO's instruction, if any.

) HINO may, at any time, inspect and/or test or have any third party inspect and/or test the build-up process and the quality of finished HINO Products, and Distributor shall faithfully cooperate with HINO for such inspection and testing and follow the directions of the inspector(s) appointed by HINO. In the event that HINO requests Distributor to submit any samples of HINO Products for such inspection and/or testing, Distributor shall promptly submit them to HINO at no cost to HINO.

) When the inspection and/or testing under this Section hereof has been conducted, Distributor shall be bound by the results of such inspection and/or testing, no matter what the results of the inspection and/or testing under this Section hereof may be.

ection 4. - Distributor's Facilities and Personnel

) Distributor shall, at its own expense, construct and maintain its workshop which satisfies requisite conditions, recruit technically-qualified personnel as well as a sufficient number of capable machine operators, and always reserve a sufficient amount of working fund. Distributor may, with HINO's prior written consent, make use of the facilities belonging to the third party to complement Distributor's own facilities.

(2) In the event that HINO considers Distributor's facilities, personnel, working fund, organization and others stated in preceding Section 4 (1) to be unsatisfactory and inadequate, HINO may request Distributor to make necessary improvements thereon or HINO may change the form of supply of HINO Vehicles into CBU.

(3) Unless otherwise separately agreed by HINO, Distributor shall, in accordance with instructions separately provided by HINO, procure from HINO or any third party designated by HINO, at its own cost and expense, the machinery, equipment, devices and the tools separately designated by HINO to be used to build-up HINO Vehicles.

Section 5. - Instructions by HINO

Distributor shall, on its own responsibility, promptly follow any instructions given by HINO in accordance with the provisions of this Schedule, unless the instructions are contrary to the laws of the Territory or to the notices of the government and public agencies thereof. In the event that the instructions are contrary to any such laws or notices, Distributor shall promptly notify HINO of such fact. No such instructions shall impose any responsibility or liability upon HINO.

Section 6. - No License

This Schedule shall not be construed to grant any manufacturing license to Distributor

nor agreement by HINO to provide technical assistance in the build-up of H Vehicles. Distributor agrees to enter into the TCA with HINO in the following c and the purchase and sale of applicable HINO Products shall be transacted pursua the terms and conditions of TCA;

(i) Distributor requires technical assistance and/or technical documents o than HINO Standards from HINO,

(ii) Distributor requires HINO to dispatch its technical instructor or an HINO's personnel in relation to the build-up, inspection or testin HINO Vehicles built-up by Distributor, or

(iii) HINO, at its sole discretion, deems it necessary to dispatch techn instructor or its any other personnel to Distributor to maintain the qu of HINO Vehicles built-up by Distributor.

Section 7. - Responsibility of Distributor

Distributor shall be fully responsible for any malfunction, defect or warranty claim HINO Vehicles caused by and/or in relation to the build-up of HINO Vehicles Distributor, and shall indemnify and hold HINO harmless from and against any los damage to any party caused by such HINO Products.

Schedule 16-1
(List of Trademarks)

(1) trademarks which have been registered:

Trademark	Registration No.	Registered Date	Class	Usage Period Limit
Hino	IV/2348/2014	1983/12/15	12	--------
(TOP MARK)	IV/13884/2014	1994/07/18	12	--------
HINO	IV/1519/2013	2013/07/01	12	--------
(TOP MARK)	IV/14286/2013	2014/05/26	1,4, (37)	--------
HINO	IV/14287/2013	2014/05/26	1,4, (37)	--------

(2) trademarks which have been applied for registration:

Trademark	Application No.	Application Date	Class	Usage Period Limit

(3) service marks which have been registered:

Service mark	Registration No.	Registered Date	Class	Usage Period Limit
(TOP MARK)	IV/14286/2013	2014/05/26	(1),(4), 37	--------
HINO	IV/14287/2013	2014/05/26	(1),(4), 37	--------

(4) service marks which have been applied for registration:

Service mark	Application No.	Application Date	Class	Usage Period Limit

Schedule 17-1
(Terms and Conditions for Use of Name "HINO")

Section 1. - Licensed Name

(1) Any corporate, business or division name of Distributor which would include the name "HINO" shall be expressly approved in advance by HINO, and such name shall be hereinafter referred to as "Licensed Name".

(2) Nothing in this Schedule shall be construed as authorizing any of Distributor's subsidiaries, affiliates or related companies to use the name "HINO" as a part of its corporate, business or division name.

(3) Distributor shall not claim any right, title or interest in or to the name "HINO" in any manner whatsoever. Distributor shall undertake not to object or oppose in any manner whatsoever to the registration by any legal entity of any corporate or business name having the name "HINO", and shall, if so requested by HINO, give its consent to such registration.

Section 2. - Use of Licensed Name

(1) Distributor shall not adopt or use any corporate, business or division name or any trading style confusingly similar to, or other than, Licensed Name, without the prior written consent of HINO.

(2) In using the name "HINO" as an abbreviation of Licensed Name, whether independently from or together with Licensed Name, Distributor shall comply with instructions separately given by HINO from time to time.

(3) The provisions of Articles 15-3 and 16-6 of this Agreement shall *mutatis mutandis* apply to the use of Licensed Name by Distributor.

(4) Distributor shall assume full responsibility and liability for, and shall hold HINO harmless from and against, any loss, damage, cost, expense, claim and action, including, but not limited to, attorney's fees, arising out of resulting from any act or omission of act on the part of Distributor in respect of the use of a Licensed Name.

Section 3. - Transactions upon and after Termination

(1) Immediately upon termination of this Agreement for any reason whatsoever, Distributor's right to use Licensed Name shall cease to exist, and Distributor shall cease to use Licensed Name, the name "HINO" or any other name confusingly similar thereto in any manner whatsoever, as of the date of the termination of this Agreement.

(2) In order to ensure that Distributor complies with the preceding paragraph, Distributor

shall, forthwith after the termination of this Agreement, furnish HINO with an appropriate evidence, satisfactory to HINO, certifying that the corporate, business or division name of Distributor has been changed from Licensed Name to any other name without using the name "HINO" or dissimilar thereto.

(3) The provisions of Articles 34-4, 34-5, 34-6, and 34-7 of this Agreement shall *mutatis mutandis* apply to Distributor's covenants and HINO's rights on and after the termination of this Agreement with respect to Licensed Name.

Schedule 35-7
(Terms and Conditions for Repurchase and/or Purchase)

(1) Within thirty (30) calendar days after termination of this Agreement for any reason whatsoever, Distributor shall furnish HINO with a detailed written inventory of all HINO Products then in stock of Distributor and/or Dealers in accordance with the instructions then given by HINO.

(2) Within sixty (60) calendar days after making an on the spot inspection of HINO Products listed in the inventory received from Distributor pursuant to the preceding paragraph, HINO shall notify Distributor whether HINO will repurchase and/or purchase any of HINO Products listed in that inventory, taking into consideration the conditions specified in Article 35-7 of this Agreement.

(3) In the event that HINO repurchases and/or purchases any HINO Products pursuant to Article 35-7 of this Agreement, Distributor shall deliver such HINO Products to HINO or a third party designated by HINO in accordance with the instructions then given by HINO. The repurchase and/or purchase of HINO Vehicles shall be agreed then between the Parties, provided that the prices for repurchase and/or purchase of HINO Parts and HINO Accessories shall not exceed the FOB price thereof last established by HINO. HINO shall pay or have a third party pay Distributor for such HINO Products upon receipt of such HINO Products by HINO or such third party.

Schedule 50-2
(Addresses of the Parties)

Unless otherwise instructed, all the notice and communication hereunder shall be addressed to:

(1) to HINO: HINO MOTORS, LTD.
3-1-1, Hino-dai, Hino-shi,
Tokyo 191-8660, Japan

Attention: General Manager
Asia & Oceania Div.

(2) to Distributor: SUMMIT SPA MOTORS, LTD.
Plot 8, Ward (505), Yay Tala Poung Village,
Trunk Road 3, Hlegu T/S, Yangon, Myanmar

Attention: Managing Director

<u>Private and Confidential</u>

DRAFT SUB-LEASE AGREEMENT

Between

Yoma Development Group Limited

And

Summit SPA Motors Limited

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the **"Agreement"**) is made and entered into this _____day of February, 2019.

BY AND BETWEEN:

Yoma Development Group Limited (Company Registration Number: 11/1994-1995)**,** a company incorporated in the Republic of the Union of Myanmar and having its registered office at The Campus, 1 Office Park, Pun Hlaing Estate, Hlaing Thayar Township, Yangon 11401, Myanmar (the "**Sub-Lessor**");

AND

Summit SPA Motors Limited (Company Registration Number 454FC/ 2014-2015), a company incorporated in Myanmar and having its registered office at No. 8, Plot (505), Trunk Road 3, Yay Tala Poung Village, Hlegu Township, Yangon, Myanmar (the "**Sub-Lessee**"),

(The Sub-Lessor and the Sub-Lessee shall be collectively called the "**Parties**" and each a "**Party**").

WHEREAS:

(A) The Sub-Lessor has been granted a lease over the land of an aggregate area of approximately 12 acres located at No.8, Landmark 505 (Upper Ta Gon Dine East landmark), Holding No.(19,20,21), on No 3 High Way Road, Yay Ta la Bon Village, Hlaegu Township, Yangon (the "**Land**") pursuant to the master lease agreement dated 15 December 2013, as amended by the Side Letter dated 10 June 2014 (collectively referred to as the "**Head Lease Agreement**", and attached as Schedule 1 hereto), and any other agreements or supplements entered into in relation to the Land between the Sub-Lessor and the landlord, Daw Wai Wai Mon (the "**Landlord**") pursuant to 30-year Grants, evidencing by copies of Grants attached hereto as *Schedule 2*, (the "**Grant**").

(B) The Sub-Lessor desires to sub-lease (4.91) acres located at Holding No. 19/4, Kwin No. 505, Upper East Ta Gon Daing, Yay Ta La Poung Village, Hlegu Township, Yangon of the Land for Manufacturing, Assembling and Sales of Container Boxes thereon, as shown in Schedule 3, which is designated for use by the Sub-Lessee (the "**Premises**").

(C) Sub-Lessor desires to sublease the Premises to the Sub-Lessee pursuant to the terms of this Sublease Agreement.

(D) Sub-Lessee desires to sublease the Premises from Sub-Lessor pursuant to the terms of this Sublease Agreement.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth below, both Parties hereby agree as follows:

1. <u>DESCRIPTION OF LEASE</u>

1.1. The Sub-Lessor (which expression shall where the context so admits include its Sub-successors and assigns) shall sublease the Premises to the Sub-Lessee, and the Sub-Lessee shall take such sublease from the Sub-Lessor, in accordance with the terms and conditions herein (the "**Lease**").

1.2. The Parties agree that this Agreement shall incorporate the terms and conditions of and is subject to the Head Lease Agreement, which terms are hereby referred to and incorporated as if it were set out here at length, and the Sub-Lessee undertakes to comply with all the terms,

conditions and covenants applicable to the Sub-Lessor under the Head Lease Agreement. To the extent that there is any conflict between the terms and conditions of the Head Lease Agreement and any other clause of this Agreement, the relevant terms of the Head Lease Agreement shall prevail.

2. PURPOSE OF LEASE

2.1 Sub-Lessee shall use the Premises for Manufacturing and Assembling Container Boxes and any other use in the ordinary course arising from such operation. Sub-Lessee shall not use the Premises for any other purposes without the express written consent of Sub-Lessor.

2.2 The Sub-Lessee shall comply with the terms and conditions of the Head Lease Agreement, all rules and regulations concerning the Premises or the Sub-Lessee's use of the Premises, which are or may hereafter be announced or implemented by the Landlord, or any public authority.

3. SUBLEASE TERM

3.1 Unless this Agreement or the Head Lease Agreement is terminated pursuant to their terms and conditions, the Parties agree that the term for the Lease (the "**Sublease Term**") is five (5) year commencing on the day of [15] **February 2019** and expiring on the day of [14] **February 2024**.

3.2 Each Party shall be obliged to give the other Party not less than one (1) month's prior written notice of its desires to either renew the Lease upon the expiry of the Term, or to terminate it upon the expiry of the Term. The Sub-Lessor may in its sole discretion, decide not to renew the Lease notwithstanding the written notice. The new lease agreement shall be entered into on substantially the same terms for any such renewal, except in respect of the rent and any other terms and conditions as the Parties may agree.

3.3 The Parties shall discuss in good faith if during the Term of the Lease, if the Sub-Lessee is required to terminate this Lease for any reason whatsoever. The Sub-Lessor is not obliged to consent to such termination, and any early termination may be subject to the Landlord's consent on the termination of the Head Lease Agreement on terms and conditions acceptable to the Sub-Lessor.

4. RENTAL AND PAYMENT

4.1 It is agreed that the total amount of the annual rent for the sublease of the Premises shall be Myanmar Kyats Two Hundred and Fifty Eight Million Kyats [MMK 258,000,000].

4.2 Payment of the rent, in full, exclusive of electrical, water supply, internet and telephone charges have been made up front on the date of execution of this Agreement.

5. THE SUB-LESSOR'S OBLIGATIONS

The Sub-Lessor hereby covenants with the Sub-Lessee as follows:

5.1 The Sub-Lessor shall provide its reasonable assistance to the Lessee in the latter's application of the relevant permits and license for its business as may be required by the relevant authorities.

5.2 The Sub-Lessee shall be given reasonable entry and access to the common areas for purposes of accessing the Premises.

6. THE SUB-LESSEE'S OBLIGATIONS

6.1 The Sub-Lessee hereby covenants with the Sub-Lessor as follows:

6.1.1. upon the expiry of the Term, the Sub-Lessee shall return vacant possession of the Premises (including the land and the building) in no worse state of repair and condition than it was in at the date of this Agreement. When the Term has expired or the Lease terminated for any reason whatsoever, the Sub-Lessee shall settle all charges and taxes for the remaining Term (if applicable) or pay a certain amount as agreed with the Sub-Lessor as advance payment of the applicable taxes. The Parties shall settle the outstanding amount fully and finally upon date such amounts are finalized.

6.1.2. the Sub-Lessee shall not use the Premises or any part thereof for any purposes other than the approved business without the Sub-Lessor's prior written consent.

6.1.3. any construction or demolition on the Premises, including any modification or outfitting of the building constructed thereon shall only be made with the prior written consent of the Sub-Lessor.

6.1.4. the Sub-Lessee may not assign this Agreement or any benefits arising hereunder, sublet the Premises, transfer any interest of the Sub-Lessee therein or permit the use of the Premises by any other party without the prior written consent of the Sub-Lessor.

6.1.5. the Sub-Lessee shall ensure that all activities and operations to be conducted on the Premises are in conformity with the laws, regulations and directives of Myanmar. If the Sub-Lessee, any of its officers, employees, agents, representatives and invitees to the Premises violates such applicable laws and regulations, the Sub-Lessor may in its sole discretion terminate the Lease. If the conduct of the Sub-Lessee and its related parties result in the termination of the Head Lease Agreement or adversely affects the interest of the Sub-Lessor in the Land for any reason whatsoever, the Sub-Lessee will indemnify and reimburse the Sub-Lessor of all its losses and liabilities.

6.1.6. for the duration of the Term, the Sub-Lessee shall undertake normal maintenance and due care of the Premises.

6.1.7. the Sub-Lessee agrees to hold the Sub-Lessor harmless from all actions, proceedings, fines, liability, cost, damages or claims, and to resolve all investigations and proceedings relating to any government actions arising out of the Sub-Lessee's failure to comply with the Head Lease Agreement except to the extent that such failure is attributable to the fault of the Sub-Lessor.

6.1.8. the Sub-Lessee shall immediately notify the Sub-Lessor in writing, in each case, providing adequate details and such follow up information as may be requested by the Lessor:

(a) any notice or order from any government or authority which relates to the Premises, and to provide a copy of the same to the Sub-Lessor; and

(b) any defects in the Premises which may give rise to a liability or duty on the Sub-Lessor.

6.1.9. in relation to taxes, impositions, duty and levy whatsoever (collectively, the "**Taxes**") which may from time to time be imposed or charged in connection with the entry into the Head Lease Agreement, and to the extent that the Sub-Lessor is obliged to make any payments in connection therewith, the Sub-Lessee shall be required to pay or reimburse the Sub-Lessor where the Sub-Lessor has made such payments, such pro-rata amount incurred in respect of such Taxes in relation to the Premises.

6.1.10. the Sub-Lessee shall be fully liable in respect of the utilities fees and expenses arising from its consumption thereof or its utilisation of the expenses. For the avoidance of doubt, this includes all electricity bills, water bills, municipal taxes, billboard taxes and all applicable business taxes.

6.1.11. the Sub-Lessee shall be fully liable for any Taxes associated with the conduct of its business or associated with the entry into this Agreement and the rental of the Premises to the extent that such liability is not covered by the Landlord pursuant to the Head Lease Agreement.

6.1.12. the Sub-Lessor may assess the Premises for the purposes of carrying out an inspection upon providing not less than forty-eight hours prior written notice.

6.2 The Sub-Lessee will reimburse the Sub-Lessor and its officers, directors, shareholders, affiliates, agents, employees, and representatives (collectively, "**Indemnified Parties**") for and will indemnify, defend (with counsel reasonably acceptable to the Sub-Lessor), and hold harmless the Indemnified Parties from and against any and all loss or damage sustained by, liability or charges imposed on, costs and expenses incurred (including legal fees and expert fees), and claims or causes of action asserted against, the Indemnified Parties arising in whole or in part out of or by reason of:

(i) any accident or occurrence in or on the Premises, any use of or business conducted in or on the Premises, or any hidden or apparent defect in the Premises; or

(ii) any damage to or loss of any property of Sub-Lessee or any person occupying the Premises or any of their respective officers, directors, shareholders, affiliates, agents, employees, or contractors (collectively, "**Tenant Parties**");

(iii) any breach of the Sub-Lessee's obligations under this Agreement or the provisions of the Head Lease Agreement; or

(iv) any act, negligence, or fault of Tenant Parties.

The Sub-Lessee's reimbursement and indemnity obligations will include, but not be limited to, any and all penalties, assessments, fines, damages, interest, settlement amounts, judgments, losses, attorneys' fees, and other expenses, and will survive the expiration or other

termination of this Agreement. This section shall survive the termination of this Agreement with respect to matters that occur during the Term.

6.3 The Sub-Lessee hereby expressly assumes and agrees not to do any act or thing, or omit to do anything, which may constitute the Lessor's breach or violation of the Head Lease Agreement.

7. WARRANTY AND REPRESENTATION

7.1 Each Party represents and warrants to the other that it is duly authorised under the relevant laws and has the right power, sound financial standing and authority to enter into this Agreement and consummate the transactions hereunder.

7.2 For the avoidance of doubt, the Sub-Lessor will deliver possession of the Premise the Sub-Lessee "AS-IS" in its present condition. The Sub-Lessee acknowledges neither the Sub-Lessor nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of the business or as to the physical condition of the Premises, nor has Sub-Lessor or its agents or employees agreed to undertake any alterations or construct any improvements to the Premises.

7.3 The Sub-Lessor represents and warrants to the Sub-Lessee that:

7.3.1 It has properly performed all of its obligations under the Head Lease Agreement, and no breach of any terms and conditions of the Head Lease Agreement has occurred; and

7.3.2 It has not entered into any mortgage, lien, charge or other encumbrance over the Premises.

8. MISCELLANEOUS

8.1 All correspondence or notices sent under this Agreement by one Party to the other Party shall be deemed to have been correctly sent and received and acknowledged as addressed (even if the same is for any reason not able to be delivered or is returned to the sender) if addressed to the respective Parties and delivered by hand or sent by registered post, fax, email or other electronic means to:

Sub-Lessor	:	Yoma Development Group Limited
Address	:	The Campus, 1 Office Park, Pun Hlaing Estate, Hlaing Thayar Township, Yangon 11401, Myanmar
Attention	:	U Tun Tun/ U Theim Wai
Telephone	:	+95 1 240 363
Sub-Lessee	:	Summit SPA Motors Limited
Address	:	No. 8, Plot (505), Trunk Road 3, Yay Tala Poung Village, Hlegu Township, Yangon, Myanmar
Attention	:	Than Soe
Telephone	:	09 250363794
Email Address	:	deno@hinomyanmar.com

If any Party changes its address, fax number, email address or other means of contact given above, written notice of the same must be sent by registered post, fax or email to the other Party not less than seven (7) days in advance thereof, failing which any correspondence or notice sent by either Party to the other by registered post, fax, email or other electronic means to the most recent address, fax number, email address or other contact number shall be deemed to have been correctly sent and received and acknowledged as addressed.

An original confirmation copy bearing the sender's signature of all notices delivered by hand or sent by fax, email or other electronic means which are intended for legal validity must be sent afterwards by registered post to the original recipient of the same.

All notices in relation to this Agreement shall be in English.

8.2 All additions and amendments to or revisions of any particulars in this Agreement subsequent to the signing hereof must be made in writing and signed by both Parties prior to the same becoming effective and binding.

8.3 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

8.4 This Agreement shall be binding upon the respective spouses, children, heirs, successors in title and assigns of the Lessor and Lessee.

8.5 The Sub-Lessee shall not assign, transfer or otherwise dispose of any of its rights, interest or obligations hereunder without the prior written consent of the Sub-Lessor.

9. TERMINATION

9.1 This Agreement may be terminated by:

(a) the written consent of both Parties; and

(b) by either Party, due to the other Party's failure to comply with its material obligations hereunder and the failure to remedy the same within a reasonable period of time. If the Sub-Lessee terminates this Agreement due to a breach by the Sub-Lessor, the Sub-Lessor shall refund the Sub-Lessee any pre-paid rent on a pro rata basis within thirty days of the termination.

10. DISPUTE RESOLUTION

10.1 This Agreement shall be governed and construed in accordance with the laws of the Republic of the Union of Myanmar.

10.2 If any dispute should arise regarding the interpretation or implementation of this Agreement or any other matter relating to this Agreement, the Parties shall endeavour to settle such dispute in the spirit of mutual cooperation, understanding and good faith.

10.3 If a dispute cannot be resolved between the Parties within thirty (30) days after the date on which a written notice of dispute is first given by a Party, any one of the Parties may submit the dispute to arbitration administered in accordance with the Arbitration Law or any subsisting statutory modification thereof. The arbitration shall be conducted in the English language and held in Yangon, the Republic of the Union of Myanmar.

10.4 In the course of resolving disputes under this Agreement, to the extent practicable, the Parties shall continue to perform the terms and conditions of this Agreement that are not in dispute.

[Signature page follows]

THIS AGREEMENT is made in duplicate both having the same tenor and effect. Both Parties have read and understood the contents herein contained and attached and have

agreed that they all are true and correct, and hereby affixed their signatures and seals (if any) to this Agreement in the presence of witnesses as of the day, month, and year first above mentioned. Each Party retains one copy.

SUB-LESSOR

Signed by

For and on behalf of
YOMA DEVELOPMENT GROUP LIMITED
In the presence of

____
Name: [•]
Title: [•]

____
Witness: [•]
IC/Passport Number: [•]

SUB-LESSEE

Signed by

For and on behalf of
SUMMIT SPA MOTORS LIMITED
In the presence of

____
Name: [•]
Title: [•]

____
Witness: [•]
IC/Passport Number: [•]

SCHEDULE 1

HEAD LEASE AGREEMENT

SHCEDULE 2
GRANT

SCHEDULE 3
PREMISES

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this "**Agreement**") is made on the 14th day of February 2018 in Yangon, the Republic of the Union of Myanmar:

BY AND BETWEEN

Yoma Development Group Limited (Company Registration Number: 11/1994-1995), a company incorporated in the Republic of the Union of Myanmar and having its registered office at The Campus, 1 Office Park, Pun Hlaing Estate, Hlaing Thayar Township, Yangon 11401, Myanmar (the "**Sub-Lessor**");

AND

Summit SPA Motors Limited (Company Registration Number 454FC/ 2014-2015), a company incorporated in Myanmar and having its registered office at No. 8, Plot (505), Trunk Road 3, Yay Tala Poung Village, Hlegu Township, Yangon, Myanmar (the "**Sub-Lessee**"),

(The Sub-Lessor and the Sub-Lessee shall be collectively called the "**Parties**" and each a "**Party**").

WHEREAS:

(A) The Sub-Lessor has been granted a lease over the land of an aggregate area of approximately 12 acres located at No.8, Landmark 505 (Upper Ta Gon Dine East landmark), Holding No.(19,20,21), on No 3 High Way Road, Yay Ta la Bon Village, Hlaegu Township, Yangon (the "**Land**") pursuant to the master lease agreement dated 15 December 2013, as amended by the Side Letter dated 10 June 2014 (collectively referred to as the "**Head Lease Agreement**", and attached as Schedule 1 hereto), and any other agreements or supplements entered into in relation to the Land between the Sub-Lessor and the landlord, Daw Wai Wai Mon (the "**Landlord**").

(B) The Sub-Lessor desires to sub-lease (4.91) acres of the Land and building constructed thereon, as shown in Schedule 2, which is designated for use by the Sub-Lessee (the "**Premises**") to the Sub-Lessee, and the Sub-Lessee desires to lease the Premises from the Sub-Lessor, upon the terms and conditions of this Agreement, and subject to any restrictions or covenants to which the Premises are subject to under the Head Lease Agreement.

WHEREBY the Parties agree as follows:

1. THE SUBLEASE

1.1. The Sub-Lessor (which expression shall where the context so admits include its Sub-successors and assigns) shall sublease the Premises to the Sub-Lessee, and the Sub-

Lessee shall take such sublease from the Sub-Lessor, in accordance with the terms and conditions herein (the "**Lease**").

1.2. The Parties agree that this Agreement shall incorporate the terms and conditions of and is subject to the Head Lease Agreement, which terms are hereby referred to and incorporated as if it were set out here at length, and the Sub-Lessee undertakes to comply with all the terms, conditions and covenants applicable to the Sub-Lessor under the Head Lease Agreement. To the extent that there is any conflict between the terms and conditions of the Head Lease Agreement and any other clause of this Agreement, the relevant terms of the Head Lease Agreement shall prevail.

2. PURPOSE OF LEASE

2.1 The Sub-Lessee shall use the Premises for the construction and operation of the showroom, office and service centre regarding vehicles and spare parts (the "**Business**").

2.2 The Sub-Lessee shall comply with the terms and conditions of the Head Lease Agreement, all rules and regulations concerning the Premises or the Sub-Lessee's use of the Premises, which are or may hereafter be announced or implemented by the Landlord, the Sub-Lessor or any public authorities.

3. LEASE TERM

3.1 Unless this Agreement or the Head Lease Agreement is terminated pursuant to their terms and conditions, the Parties agree that the term for the Lease (the "**Term**") is one (1) year commencing on the day of **15 February 2018** and expiring on the day of **14 February 2019**.

3.2 Each Party shall be obliged to give the other Party not less than one (1) month's prior written notice of its desires to either renew the Lease upon the expiry of the Term, or to terminate it upon the expiry of the Term. The Sub-Lessor may in its sole discretion, decide not to renew the Lease notwithstanding the written notice. The new lease agreement shall be entered into on substantially the same terms for any such renewal, except in respect of the rent and any other terms and conditions as the Parties may agree.

3.3 The Parties shall discuss in good faith if during the Term of the Lease, if the Sub-Lessee is required to terminate this Lease for any reason whatsoever. The Sub-Lessor is not obliged to consent to such termination, and any early termination may be subject to the Landlord's consent on the termination of the Head Lease Agreement on terms and conditions acceptable to the Sub-Lessor.

4. RENT AND PAYMENT

4.1 In consideration of the lease of the Premises, the Sub-Lessee agrees to pay an annual rental of Myanmar Kyats Two Hundred and Fifty Eight Million Kyats (MMK 258,000,000) to the Sub-Lessor or to such person as the Sub-Lessor may direct. The

annual rent shall be paid up immediately upon signing of this Agreement or otherwise in accordance with the instruction of the Sub-Lessor.

5. THE SUB-LESSOR'S OBLIGATIONS

5.1 The Sub-Lessor hereby covenants with the Sub-Lessee as follows:

5.1.1 The Sub-Lessor shall provide its reasonable assistance to the Lessee in the latter's application of the relevant permits and license for its business as may be required by the relevant authorities.

5.1.2 The Sub-Lessee shall be given reasonable entry and access to the common areas for purposes of accessing the Premises.

6. THE SUB-LESSEE'S OBLIGATIONS

6.1 The Sub-Lessee hereby covenants with the Sub-Lessor as follows:

6.1.1. upon the expiry of the Term, the Sub-Lessee shall return vacant possession of the Premises (including the land and the building) in no worse state of repair and condition than it was in at the date of this Agreement. When the Term has expired or the Lease terminated for any reason whatsoever, the Sub-Lessee shall settle all charges and taxes for the remaining Term (if applicable) or pay a certain amount as agreed with the Sub-Lessor as advance payment of the applicable taxes. The Parties shall settle the outstanding amount fully and finally upon date such amounts are finalized.

6.1.2. the Sub-Lessee shall not use the Premises or any part thereof for any purposes other than the approved business without the Sub-Lessor's prior written consent.

6.1.3. any construction or demolition on the Premises, including any modification or outfitting of the building constructed thereon shall only be made with the prior written consent of the Sub-Lessor.

6.1.4. the Sub-Lessee may not assign this Agreement or any benefits arising hereunder, sublet the Premises, transfer any interest of the Sub-Lessee therein or permit the use of the Premises by any other party without the prior written consent of the Sub-Lessor.

6.1.5. the Sub-Lessee shall ensure that all activities and operations to be conducted on the Premises are in conformity with the laws, regulations and directives of Myanmar. If the Sub-Lessee, any of its officers, employees, agents, representatives and invitees to the Premises violates such applicable laws and regulations, the Sub-Lessor may in its sole discretion terminate the Lease. If the conduct of the Sub-Lessee and its related parties result in the termination of the Head Lease Agreement or adversely affects the interest of the Sub-Lessor in the

Land for any reason whatsoever, the Sub-Lessee will indemnify and reimburse the Sub-Lessor of all its losses and liabilities.

6.1.6. for the duration of the Term, the Sub-Lessee shall undertake normal maintenance and due care of the Premises.

6.1.7. the Sub-Lessee agrees to hold the Sub-Lessor harmless from all actions, proceedings, fines, liability, cost, damages or claims, and to resolve all investigations and proceedings relating to any government actions arising out of the Sub-Lessee's failure to comply with the Head Lease Agreement except to the extent that such failure is attributable to the fault of the Sub-Lessor.

6.1.8. the Sub-Lessee shall immediately notify the Sub-Lessor in writing, in each case, providing adequate details and such follow up information as may be requested by the Lessor:

(a) any notice or order from any government or authority which relates to the Premises, and to provide a copy of the same to the Sub-Lessor; and

(b) any defects in the Premises which may give rise to a liability or duty on the Sub-Lessor.

6.1.9. in relation to taxes, impositions, duty and levy whatsoever (collectively, the "**Taxes**") which may from time to time be imposed or charged in connection with the entry into the Head Lease Agreement, and to the extent that the Sub-Lessor is obliged to make any payments in connection therewith, the Sub-Lessee shall be required to pay or reimburse the Sub-Lessor where the Sub-Lessor has made such payments, such pro-rata amount incurred in respect of such Taxes in relation to the Premises.

6.1.10. the Sub-Lessee shall be fully liable in respect of the utilities fees and expenses arising from its consumption thereof or its utilisation of the expenses. For the avoidance of doubt, this includes all electricity bills, water bills, municipal taxes, billboard taxes and all applicable business taxes.

6.1.11. the Sub-Lessee shall be fully liable for any Taxes associated with the conduct of its business or associated with the entry into this Agreement and the rental of the Premises to the extent that such liability is not covered by the Landlord pursuant to the Head Lease Agreement.

6.1.12. the Sub-Lessor may assess the Premises for the purposes of carrying out an inspection upon providing not less than forty-eight hours prior written notice.

6.2 The Sub-Lessee will reimburse the Sub-Lessor and its officers, directors, shareholders, affiliates, agents, employees, and representatives (collectively, "**Indemnified Parties**") for and will indemnify, defend (with counsel reasonably acceptable to the Sub-Lessor), and hold harmless the Indemnified Parties from and against any and all loss or damage sustained by, liability or charges imposed on, costs and expenses incurred (including legal fees and expert fees), and claims or causes of action asserted against, the Indemnified Parties arising in whole or in part out of or by reason of:

(i) any accident or occurrence in or on the Premises, any use of or business conducted in or on the Premises, or any hidden or apparent defect in the Premises; or

(ii) any damage to or loss of any property of Sub-Lessee or any person occupying the Premises or any of their respective officers, directors, shareholders, affiliates, agents, employees, or contractors (collectively, **"Tenant Parties"**);

(iii) any breach of the Sub-Lessee's obligations under this Agreement or the provisions of the Head Lease Agreement; or

(iv) any act, negligence, or fault of Tenant Parties.

The Sub-Lessee's reimbursement and indemnity obligations will include, but not be limited to, any and all penalties, assessments, fines, damages, interest, settlement amounts, judgments, losses, attorneys' fees, and other expenses, and will survive the expiration or other termination of this Agreement. This section shall survive the termination of this Agreement with respect to matters that occur during the Term.

6.3 The Sub-Lessee hereby expressly assumes and agrees not to do any act or thing, or omit to do anything, which may constitute the Lessor's breach or violation of the Head Lease Agreement.

7. WARRANTY AND REPRESENTATION

7.1 Each Party represents and warrants to the other that it is duly authorised under the relevant laws and has the right power, sound financial standing and authority to enter into this Agreement and consummate the transactions hereunder.

7.2 For the avoidance of doubt, the Sub-Lessor will deliver possession of the Premise the Sub-Lessee "AS-IS" in its present condition. The Sub-Lessee acknowledges neither the Sub-Lessor nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of the business or as to the physical condition of the Premises, nor has Sub-Lessor or its agents or employees agreed to undertake any alterations or construct any improvements to the Premises.

7.3 The Sub-Lessor represents and warrants to the Sub-Lessee that:

7.3.1 It has properly performed all of its obligations under the Head Lease Agreement, and no breach of any terms and conditions of the Head Lease Agreement has occurred; and

7.3.2 It has not entered into any mortgage, lien, charge or other encumbrance over the Premises.

8. MISCELLANEOUS

8.1 All correspondence or notices sent under this Agreement by one Party to the other Party shall be deemed to have been correctly sent and received and acknowledged as addressed (even if the same is for any reason not able to be delivered or is returned to the sender) if addressed to the respective Parties and delivered by hand or sent by registered post, fax, email or other electronic means to:

Sub-Lessor	:	Yoma Development Group Limited
Address	:	The Campus, 1 Office Park, Pun Hlaing Estate, Hlaing Thayar Township, Yangon 11401, Myanmar
Attention	:	U Tun Tun/ U Theim Wai
Telephone	:	+95 1 240 363

Sub-Lessee	:	Summit SPA Motors Limited
Address	:	No. 8, Plot (505), Trunk Road 3, Yay Tala Poung Village, Hlegu Township, Yangon, Myanmar
Attention	:	Than Soe
Telephone	:	09 250363794
Email Address	:	deno@hinomyanmar.com

If any Party changes its address, fax number, email address or other means of contact given above, written notice of the same must be sent by registered post, fax or email to the other Party not less than seven (7) days in advance thereof, failing which any correspondence or notice sent by either Party to the other by registered post, fax, email or other electronic means to the most recent address, fax number, email address or other contact number shall be deemed to have been correctly sent and received and acknowledged as addressed.

An original confirmation copy bearing the sender's signature of all notices delivered by hand or sent by fax, email or other electronic means which are intended for legal validity must be sent afterwards by registered post to the original recipient of the same.

All notices in relation to this Agreement shall be in English.

8.2 All additions and amendments to or revisions of any particulars in this Agreement subsequent to the signing hereof must be made in writing and signed by both Parties prior to the same becoming effective and binding.

8.3 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

8.4 This Agreement shall be binding upon the respective spouses, children, heirs, successors in title and assigns of the Lessor and Lessee.

8.5 The Sub-Lessee shall not assign, transfer or otherwise dispose of any of its rights, interest or obligations hereunder without the prior written consent of the Sub-Lessor.

9. TERMINATION

9.1 This Agreement may be terminated by:

(a) the written consent of both Parties; and

(b) by either Party, due to the other Party's failure to comply with its material obligations hereunder and the failure to remedy the same within a reasonable period of time. If the Sub-Lessee terminates this Agreement due to a breach by the Sub-Lessor, the Sub-Lessor shall refund the Sub-Lessee any pre-paid rent on a pro rata basis within thirty days of the termination.

10. DISPUTE RESOLUTION

10.1 This Agreement shall be governed and construed in accordance with the laws of the Republic of the Union of Myanmar.

10.2 If any dispute should arise regarding the interpretation or implementation of this Agreement or any other matter relating to this Agreement, the Parties shall endeavour to settle such dispute in the spirit of mutual cooperation, understanding and good faith.

10.3 If a dispute cannot be resolved between the Parties within thirty (30) days after the date on which a written notice of dispute is first given by a Party, any one of the Parties may submit the dispute to arbitration administered in accordance with the Arbitration Law or any subsisting statutory modification thereof. The arbitration shall be conducted in the English language and held in Yangon, the Republic of the Union of Myanmar.

10.4 In the course of resolving disputes under this Agreement, to the extent practicable, the Parties shall continue to perform the terms and conditions of this Agreement that are not in dispute.

[Signature page follows]

THIS AGREEMENT is made in duplicate both having the same tenor and effect. Both Parties have read and understood the contents herein contained and attached and have agreed that they all are true and correct, and hereby affixed their signatures and seals (if any) to this Agreement in the presence of witnesses as of the day, month, and year first above mentioned. Each Party retains one copy.

SUB-LESSOR

Signed by

For and on behalf of
YOMA DEVELOPMENT GROUP LIMITED
In the presence of

Name: U Theim Wai @ Serge Pun
Title: Chairman

Witness: SANDAR MOE MYINT
IC/Passport Number: 12/TaGaKa (Ci) 000244

SUB-LESSEE

Signed by

For and on behalf of
SUMMIT SPA MOTORS LIMITED
In the presence of

Name: Iwao Tajiri
Title: Managing Director

Witness: Than Soe
IC/Passport Number: 14/Nya Ta Na (N) 093917

SCHEDULE 1

COPY OF HEAD LEASE AG



SCHEDULE 2

MAP



ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
အမျိုးသားစီမံကိန်းနှင့်စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
ရုံးအမှတ်(၃၂)၊ နေပြည်တော်

စာအမှတ်၊ ရက- ၈ /(ဂ) ၀၀၁/၂၀၁၄(ထ၁၈၇၀)
ရက်စွဲ ၊ ၂၀၁၄ ခုနှစ် ဖေဖော်ဝါရီလ ၂၇ ရက်

သို့

အုပ်ချုပ်မှုဒါရိုက်တာ
အက်(စ်)ပီအေပရောဂျက်မန်းနေ့(ဂျ်)မန့် လီမိတက်
Fmi Centre ၊ (၁၀-၁၁)ထပ်၊ အမှတ်(၃၈၀)
ဗိုလ်ချုပ်အောင်ဆန်းလမ်း၊ ပန်းဘဲတန်းမြို့နယ်၊ရန်ကုန်မြို့

အကြောင်းအရာ။ အမည်ပြောင်းခွင့် တင်ပြခြင်းကိစ္စ
ရည်ညွှန်းချက်။ ကုမ္ပဏီ၏ (၂၄-၂-၂၀၁၄) ရက်စွဲပါစာ

၁။ အောက်ဖော်ပြပါ မြန်မာကုမ္ပဏီ၏ မူလမှတ်ပုံတင်ထားသော အမည်မှ ယှဉ်တွဲဖော်ပြပါ အမည် သို့ပြောင်းလဲခွင့် ပြုပါရန် တင်ပြခဲ့ခြင်း ကို ခွင့်ပြုခဲ့ပါသည်-

မူလအမည်	ပြောင်းလဲလိုသည့်အမည်
အက်(စ်)ပီအေပရောဂျက်မန်းနေ့(ဂျ်)မန့် လီမိတက် S.P.A Project Management Ltd	ရိုးမဖွံ့ဖြိုးတိုးတက်မှုအဖွဲ့ လီမိတက် Yoma Development Group Ltd

၂။ သို့ပါ၍ မူလ ကုမ္ပဏီအမည် နှင့် ထုတ်ပေးခဲ့သည့် ကုမ္ပဏီမှတ်ပုံတင် လက်မှတ်ကို ဤရုံးသို့ ပြန်လည် အပ်နှံရန်နှင့် အမည်ပြောင်းလဲခြင်းအတွက်ဝန်ဆောင်ခကျပ် ၅၀,၀၀၀/-ကိုပေးသွင်းရန်၊ သင်းဖွဲ့မှတ်တမ်း၊ သင်းဖွဲ့စည်းမျဉ်းများကို မြန်မာ/အင်္ဂလိပ်နှစ်ဘာသာဖြင့် ပြန်လည်ပြင်ဆင် ပုံနှိပ်ရန် ဖြစ်ပါသည်။

၃။ အပိုဒ်(၂)ပါ အချက်များကို ရက်ပေါင်း(၄၀)အတွင်း အပြီးဆောင်ရွက်ရန်နှင့် ယင်းကာလထက် ကျော်လွန်ပါက ဤ ခွင့်ပြုမိန့် သည် ပျက်ပြယ် စေမည် ဖြစ်ပြီး အမည်သစ် ဖြင့် ကုမ္ပဏီ မှတ်ပုံတင် လက်မှတ် ရရှိမှသာ ယင်းအမည်ကို သုံးစွဲခွင့် ရှိကြောင်း အကြောင်းကြားပါသည်။

ညွှန်ကြားရေးမှူးချုပ် (ကိုယ်စား)
(ဝင်းကို၊လက်ထောက်ညွှန်ကြားရေးမှူး)

မိတ္တူကို
ရုံးလက်ခံ
မျှောစာတွဲ

REPUBLIC OF THE UNION OF MYANMAR

အခွန်တံဆိပ်ခေါင်း

REVENUE STAMP

၅၀၀ကျပ် ငွေငါးရာကျပ် K 500

နှစ်ဦးသဘောတူနှစ်ချုပ်ဖြင့် မြေငှားရမ်းခြင်းကတိစာချုပ်

ရန်ကုန်မြို့၌ ယနေ့ ၂၀၁၃ ခုနှစ်၊ ဒီဇင်ဘာလ (၁၃) ရက်နေ့တွင် အောက်ပါပိုင်ရှင်နှင့် ငှားရမ်းသူတို့သည် နှစ်ဦးနှစ်ဘက်သဘောတူ ဤနှစ်ဦးသဘောတူနှစ်ချုပ်ဖြင့်မြေငှားရမ်းခြင်းကတိစာချုပ်ကို အောက်ပါအတိုင်းပြုလုပ်ချုပ်ဆိုကြပါသည်။

ပိုင်ရှင် ။ ။ ဒေါ်ဝေဝေမွန် (အဘ- ဦးချစ်ငွေ)

၁/ရကန (နိုင်) ၀၁၀၂၂၈

အမှတ်- ၉၀၊ အင်းယားလမ်း၊

ကမာရွတ်မြို့နယ်၊ ရန်ကုန်မြို့။

ငှားရမ်းသူ ။ ။ **SPA Project Management Ltd.**

Company Registration No. 11/1994-1995

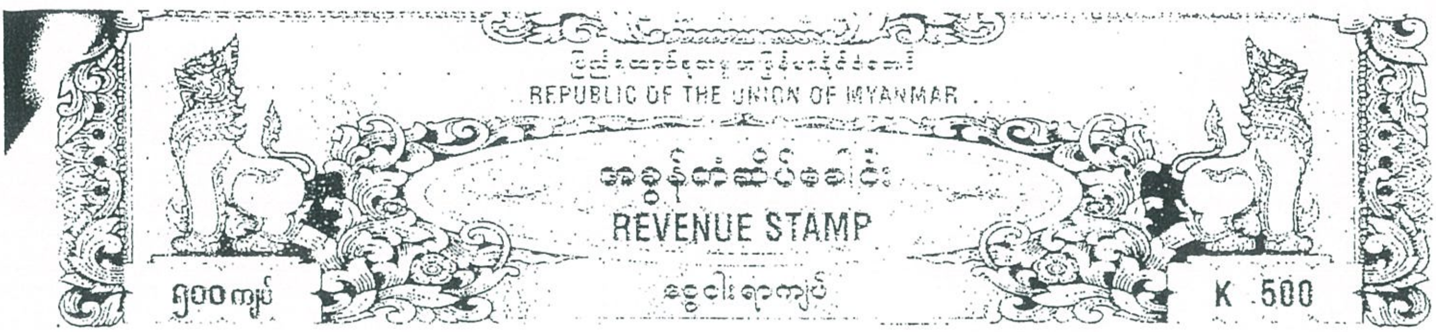
Pun Hlaing Gold Estate Avenue

Hlaing Thar Yar Township, Yangon.

(ကုမ္ပဏီ၏ကိုယ်စား- (၁၁-၁၂-၂၀၁၃) ရက်နေ့စွဲပါ ဒါရိုက်တာအဖွဲ့အစည်း အဝေးဆုံးဖြတ်ချက်မှတ်တမ်းအရ **Personal In charge Mr. Michael Rudenmark (PP No. 82702808)** မှတာဝန်ယူလက်မှတ်ရေးထိုးချုပ်ဆိုသည်။)

မှတ်ချက် ။ ။ ဤကတိစာချုပ်အလို့ငှာ ပိုင်ရှင် ဟူသော စကားရပ်များ၌ ၎င်းအပါအဝင် ၎င်း၏ အမွေစား၊ အမွေခံများ၊ ဆက်ခံသူများ၊ တရားဝင်ကိုယ်စားလှယ်များပါဝင်သည် ဟုမှတ်ယူ၍ ငှားရမ်းသူ ဟူသော စကားရပ်များ၌ ကုမ္ပဏီ၏ဒါရိုက်တာအဖွဲ့ဝင် များ၊ ဆက်ခံသူများ၊ အစုရှယ်ယာဝင်များ၊ စနစ်တကျတာဝန်ပေးအပ်ထားသူများ၊ တရားဝင်ကိုယ်စားလှယ်များ၊ စီမံခန့်ခွဲသူများနှင့် ပစ္စည်းထိန်းသိမ်းသူများ အားလုံးပါဝင်သည်ဟုမှတ်ယူရမည်။

ဤကတိစာချုပ်ဖြင့် ငှားရမ်းသည့်မြေကွက်သည် ရန်ကုန်တိုင်းဒေသကြီး၊ ဝန်ကြီးချုပ်ရုံးမှ ပိုင်ရှင် ဒေါ်ဝေဝေမွန် အမည်ဖြင့်ခွင့်ပြုချထားပေးသောမြေကွက်ဖြစ်ပြီး၊ တစ်ဦးတည်းတရားဝင်လက်ရှိ ပိုင်ဆိုင်ပါကြောင်းနှင့် ငှားရမ်းသူမှ (၅) နှစ်တိတိကာလကို တဆက်တစပ်တည်း ငှားရမ်းရန်သဘောတူ၍



၁။ <u>ငှားရမ်းသည့် ပစ္စည်းဇယား</u>

ရန်ကုန်တိုင်းဒေသကြီး၊ လှည်းကူးမြို့နယ်၊ ရေတလဘောင်ကျေးရွာ၊ ကွင်းအမှတ်နှင့်အမည်- ၅၀၅ (အထက်တံခွန်တိုင်အရှေ့ကွင်း)၊ အကွက်အမှတ်- ၈၊ ဦးပိုင်အမှတ်- ၁၉၊ ၂၀၊ ၂၁ ဟုခေါ်တွင်သော အမှတ်- ၃ လမ်းမကြီးပေါ်ရှိ ဧရိယာ- ၁၂ ဧကခန့်ကျယ်ဝန်းသော ခြံစည်းရိုးခတ်ပြီးမြေကွက်။

၂။ <u>ငှားရမ်းသည့် သက်တမ်းကာလ</u>

၂. ၁- ငှားရမ်းကာလမှာ (၁၅-၂-၂၀၁၄) ရက်နေ့မှ (၁၄-၂-၂၀၁၉) ရက်နေ့အထိ (၅) နှစ်တိတိကာလဖြစ်ပါသည်။

၂. ၂- (၅) နှစ်တိတိကာလဆိုရာ၌ (၅) နှစ် ငှားရမ်းရန်သဘောတူခြင်းကိုဆိုလိုပြီး၊ တစ်နှစ်တစ်ကြိမ် စာချုပ်ချုပ်ဆို၍ ငှားရမ်းခငွေပေးချေငှားရမ်းရန်ဖြစ်ပါသည်။

၃။ <u>ငှားရမ်းခသတ်မှတ်ခြင်း</u>

၃. ၁- ငှားရမ်းကာလ ပထမနှစ်ကို တစ်လလျှင် ငွေကျပ် ၃၀၀,၀၀၀၀၀/– (ကျပ်သိန်းသုံးရာတိတိ) သတ်မှတ်ပါသည်။

၃. ၂- ငှားရမ်းကာလဒုတိယနှစ်ကို တစ်လလျှင် ငွေကျပ် ၃၃၀,၀၀၀၀၀/– (ကျပ်သိန်းသုံးရာသုံးဆယ်တိတိ) သတ်မှတ်ပါသည်။

၃. ၃- ငှားရမ်းကာလတတိယနှစ်ကို တစ်လလျှင် ငွေကျပ် ၃၆၀,၀၀၀၀၀/– (ကျပ်သိန်းသုံးရာခြောက်ဆယ်တိတိ) သတ်မှတ်ပါသည်။

၃. ၄- ငှားရမ်းကာလစတုတ္ထနှစ်ကို တစ်လလျှင် ငွေကျပ် ၃၉၀,၀၀၀၀၀/– (ကျပ်သိန်းသုံးရာကိုးဆယ်တိတိ) သတ်မှတ်ပါသည်။

၃. ၅- ငှားရမ်းကာလပဥ္စမနှစ် (နောက်ဆုံးနှစ်) ကို တစ်လလျှင် ငွေကျပ် ၄၃၀,၀၀၀၀၀/– (ကျပ်သိန်းလေးရာသုံးဆယ်တိတိ) သတ်မှတ်ပါသည်။

၄။ <u>ပြင်ဆင်ချိန်ပေးအပ်ခြင်း</u>

မြေပေါ်၌ ငှားရမ်းသူလိုအပ်သော အဆောက်အအုံများဆောက်လုပ်ရန်ပြင်ဆင်ချိန်ကို ယနေ့ (၁၅-၁၂-၂၀၁၃) ရက်နေ့မှစ၍ (၁၄-၂-၂၀၁၄) ရက်နေ့အထိ (၂) လတိတိ လစာမဲ့သတ်မှတ်ပေးအပ်ရန်သဘောတူပါသည်။

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
REPUBLIC OF THE UNION OF MYANMAR
အခွန်တံဆိပ်ခေါင်း
REVENUE STAMP
၅၀၀ကျပ် ငွေငါးရာကျပ် K 500

၅။ <u>ငှားရမ်းခငွေပေးချေခြင်းနှင့် မြေကွက်လက်ရောက်ပေးအပ်ခြင်း</u>

၅. ၁- အထက်ပါအတိုင်း သဘောတူကြပြီးဖြစ်၍ ယနေ့ (၁၅-၁၂-၂၀၁၃) ရက်နေ့တွင် ငှားရမ်းကာလပထမနှစ်အတွက် စုစုပေါင်း ငှားရမ်းခ ငွေကျပ် ၃၆၀၀,၀၀၀၀၀/- (ကျပ်သိန်းသုံးထောင့်ခြောက်ရာတိတိ) အနက်မှ ငွေကျပ် ၃၀၀,၀၀၀၀၀/- (ကျပ်သိန်းသုံးရာတိတိ) ကို ငှားရမ်းသူမှပေးချေရာ ပိုင်ရှင်မှလက်ခံရရှိကြောင်းဝန်ခံပါသည်။

၅. ၂ ငှားရမ်းကာလပထမနှစ်အတွက် ပေးချေရန်ကျန်ရှိသောငှားရမ်းခ ငွေကျပ် ၃၃၀၀,၀၀၀၀၀/- (ကျပ်သိန်းသုံးထောင့်သုံးရာတိတိ)ကို ငှားရမ်းကာလစတင်မည့် (၁၅-၂-၂၀၁၄) ရက်နေ့တွင် ငှားရမ်းသူမှတစ်လုံးတစ်ခဲတည်း အပြေအကြေပေးအပ်ရန်ဖြစ်ကြောင်းသဘောတူကြပါသည်။

၅. ၃- ထို့ကြောင့် ငှားရမ်းသူမှမြေကွက်အတွင်း ပြင်ဆင်ရန်ရှိသည်များ ပြင်ဆင်ရန်ယနေ့တွင်ပင် မြေကွက်ကိုလစ်လပ်သောအနေအထားဖြင့် ငှားရမ်းသူထံလက်ရောက်ပေးအပ်ရာ ငှားရမ်းသူမှကောင်းမွန်စွာလက်ခံရရှိကြောင်းဝန်ခံပါသည်။

မှတ်ချက်။ ။Yuma Bank Cheque No. D 182548 ...

၆။ <u>ငှားရမ်းသူလိုက်နာရန် စည်းကမ်းချက်များနှင့်တာဝန်များ</u>

၆. ၁- မြေကွက်ကို မော်တော်ယာဉ်နှင့် စက်ယန္တရားများ **Sale & Service Centre** (ဥပမာ- **Hino**)၊ **Office**၊ နှင့် **Logistics Center + Warehouse** (ဥပမာ- **Kobubu** နှင့် ဆက်စပ်) လုပ်ငန်းလုပ်ကိုင်ရန်အတွက် သက်သက်သာငှားရမ်းခြင်းဖြစ်ပြီး၊ အခြားနည်းအသုံးပြုခြင်းမပြုရပါ။

၆. ၂- ငှားရမ်းသည့်မြေကွက်တစ်ကွက်လုံးကိုသော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသကို ပိုင်းခြား၍ သော်လည်းကောင်း မိမိကုမ္ပဏီအုပ်စုတွင်းမဟုတ်ဘဲ အခြားသူတစ်ပါးထံ ထပ်ဆင့်ငှားရမ်းခြင်း၊ တစ်နည်းနည်းဖြင့် လွှဲပြောင်းခြင်း၊ ပေါင်နှံခြင်း၊ မိမိပစ္စည်းအဖြစ်ပြောင်းလဲရောင်းချခြင်းများမပြုလုပ်ရပါ။

၆. ၃- လုပ်ငန်းကို သက်ဆိုင်ရာဝန်ကြီးဌာနနှင့် အစိုးရ ရုံး၊ ဌာနများ၏ ဥပဒေ၊ စည်းမျဉ်း၊ စည်းကမ်း၊ လုပ်ထုံးလုပ်နည်းများနှင့်အညီ လုပ်ကိုင်ခွင့်လျှောက်ထား၍ တရားဝင်ဖွင့်လှစ်ဆောင်ရွက်ရန်။

၆. ၄- မြေကွက်တွင် လုပ်ငန်းလိုအပ်ချက်အရ တည်ဆောက်ရမည့်အဆောက်အအုံများကို ငှားရမ်းသူ၏စရိတ်ဖြင့်ပင် အဆုံးတာဝန်ယူတည်ဆောက်ရန်ဖြစ်ပြီး၊ အဆောက်အအုံပုံကြမ်းများ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
REPUBLIC OF THE UNION OF MYANMAR
အခွန်တံဆိပ်ခေါင်း
REVENUE STAMP
၅၀၀ ကျပ် ငွေငါးရာကျပ် K 500

၆. ၅- အဆောက်အအုံဆောက်လုပ်ရာ၌ ရန်ကုန်မြို့တော်စည်ပင်သာယာရေးကော်မတီမှ သတ်မှတ်ထားသော လုပ်ထုံးလုပ်နည်းများနှင့်အညီ ပိုင်ရှင်အမည်ဖြင့် တရားဝင်ခွင့်ပြုမိန့်တောင်းခံလျှောက်ထားဆောင်ရွက်ရန်နှင့် အဆောက်အအုံကို စည်ပင်သာယာ၏ စံချိန်စံညွှန်းများနှင့်အညီ ဆောက်လုပ်ရန်။

၆. ၆- မြေကွက်တွင် အဆောက်အအုံဆောက်လုပ်ရာ၌ လုပ်ငန်းခွင်ဘေးအန္တရာယ်ကင်းရှင်းရေး အစီအမံများထားရှိလုပ်ဆောင်ရန်၊ ပြဿနာအရှုပ်အရှင်းတစ်စုံတစ်ရာပေါ်ပေါက်ပါက ငှားရမ်းသူ၏စရိတ်ဖြင့် ငှားရမ်းသူမှအစအဆုံးတာဝန်ယူဖြေရှင်းရန်။

၆. ၇- အဆောက်အအုံဆောက်လုပ်ရာ၌ ဘေးပတ်ဝန်းကျင်အား ထိခိုက်မှုမရှိစေရန်နှင့် အနှောင့်အယှက်မဖြစ်အောင်ဆောင်ရွက်ရန်။

၆. ၈- အဆောက်အအုံဆောက်လုပ်ခြင်းအတွက် အစိုးရ၊ ရုံး၊ ဌာနများသို့ ပေးဆောင်ရမည့် အရပ်ရပ်အခွန်အခများကိုလည်း ငှားရမ်းသူမှအပြေအကြေပေးဆောင်ရန်။

၆. ၉- မြေကွက်တွင် အဆောက်အအုံဆောက်လုပ်ပြီးနောက် လုပ်ငန်းလိုအပ်ချက်အရ အလုပ်သမားထားရှိပါက ဧည့်စာရင်းဖြင့်သာနေထိုင်ရန်။ (မှတ်ချက် ။ ။ အလုပ်သမားများနေထိုင်ရန်လူနေဆောင်နှင့် ထမင်းစားဆောင်ဆောက်လုပ်ခြင်းအား ပိုင်ရှင်မှခွင့်ပြုပါသည်။)

၆.၁၀- ငှားရမ်းသက်တမ်းကာလအတွင်း ကျသင့်သော ရေခွန်၊ လျှပ်စစ် မီတာခ၊ အမှိုက်ခွန်၊ စည်ပင်သာယာခွန်၊ ဆိုင်းဘုတ်ခွန်၊ ငှားရမ်းသူ လုပ်ကိုင်သောလုပ်ငန်းနှင့်ပတ်သက်သော အခွန်အခများအားလုံးကို ငှားရမ်းသူမှ ပေးဆောင်ရန်ဖြစ်ပြီး၊ ငှားရမ်းကာလကုန်ဆုံး၍ ပြောင်းရွှေ့ဖယ်ရှားသောအခါ ပေးဆောင်ရန်ကျန်ရှိသောငှားရမ်းကာလများအတွက် အခွန်အခများအားလုံးကို ငှားရမ်းသူမှပြီးဆုံးသည်အထိ တာဝန်ယူပေးဆောင်ရန် (သို့မဟုတ်) ကုန်ကျစရိတ်ကို ခန့်မှန်းတွက်ချက်၍ပိုင်ရှင်ထံပေးအပ်ခဲ့ရန်နှင့် အပိုအလိုကိုထပ်မံစာရင်းရှင်းလင်းရန်။

၆.၁၁- ငှားရမ်းကာလအတွင်း တည်ဆဲဥပဒေများနှင့်အညီ လုပ်ငန်းလုပ်ကိုင် ရန်ဖြစ်ပြီး၊ ငှားရမ်းသူ (သို့မဟုတ်) ပတ်သက်ဆက်နွယ်သူတို့မှ တည်ဆဲဥပဒေများနှင့် ငြိစွန်းသောပြစ်မှုတစ်စုံတစ်ရာကို ကျူးလွန်ခဲ့ပါလျှင် အဆိုပါပြဿနာကို ပိုင်ရှင်နှင့်သော်လည်းကောင်း၊ မြေကွက်နှင့်သော်လည်းကောင်း၊ သက်ဆိုင်မှုမရှိစေရန် ငှားရမ်းသူမှတာဝန်ယူရမည်ဖြစ်ပါကြောင်းနှင့် ထိုသို့ဥပဒေနှင့်ဆန့်ကျင်အသုံးပြုသည့်နေ့တွင်ပင် ငှားရမ်းခြင်းဆုံးခန်းတိုင်သည်ဟုမှတ်ယူ

ပြန်လည်အပ်နှံရန်ဖြစ်ပါသည်။ အကယ်၍ ငှားရမ်းသူ၏ဥပဒေမဲ့ပြုလုပ်မှုကြောင့် ပိုင်ရှင်မှ မြေကွက်ကို လက်လွတ်ဆုံးရှုံးရပါက ထိုသို့လက်လွတ်ဆုံးရှုံးခဲ့ရသည့်နေ့တွင်ပင် မြေကွက်၏ကာလတန်ဘိုးငွေကို ငှားရမ်းသူမှတစ်လုံးတစ်ခဲတည်း ပေးလျော်ရန်သဘောတူပါသည်။

၆.၁၂-မြေကွက်ကို မပျက်စီးအောင် ထိန်းသိမ်းစောင့်ရှောက်ရမည်ဖြစ်ပြီး၊ ငှားရမ်းကာလကုန်ဆုံး၍ ပြန်လည်အပ်နှံသည့်အခါ မြေကွက်ပျက်စီးမှုမရှိစေရန်အတွက် မြေနှင့်တစ်သားတည်းကျလျက်ရှိသော အဆောက်အအုံများ၏ ကွန်ကရစ်ပိုင်းဆိုင်ရာများနှင့် **Foundation** များ မပါဝင်ဘဲ မြေပေါ်ရှိဖြုတ်ယူ၍ရသောအစိတ်အပိုင်းများအား ဖြုတ်ယူ၍မြေကွက်ကို လစ်လပ်သောအနေအထားဖြင့် မပျက်မကွက်ပြန်လည်အပ်နှံရန် (သို့မဟုတ်) ပိုင်ရှင်မှဆန္ဒရှိပါက အဆောက်အအုံများ၏ ကာလပေါက်ဈေးတန်ဘိုးကို နှစ်ဦးနှစ်ဘက်ညှိနှိုင်းတွက်ချက်ပြီး ပိုင်ရှင်မှငွေပေးချေရယူထားခဲ့ရန်။

၆.၁၃-လုပ်ငန်းလိုအပ်ချက်အရ ငှားရမ်းသူမှ ခြံစည်းရိုးဖြိုဖျက်လိုပါက ပိုင်ရှင်ထံ သဘောတူညီချက်ရယူရန်လိုအပ်ပြီး၊ မူလခြံစည်းရိုးအား ဓါတ်ပုံဖြင့်မှတ်တမ်းတင်၍ ငှားရမ်းကာလကုန်ဆုံးသဖြင့် မြေကွက်ကို ပြန်လည်အပ်နှံသည့်အခါ မူလခြံစည်းရိုးအတိုင်း ငှားရမ်းသူမှပြန်ခတ်ပေးရန်သဘောတူပါသည်။

၆.၁၄-လုပ်ငန်းလုပ်ကိုင်ရာတွင် လျှပ်စစ်မီးအလွန်အကျွံသုံးစွဲမှုကြောင့် မီးတာလောင်ကျွမ်းခြင်း၊ ဝါယာရှော့ဖြစ်ခြင်း၊ ငှားရမ်းသူ၏ပေါ့ဆမှုကြောင့် မီးလောင်ကျွမ်းခြင်းအပါအဝင် ပြဿနာတစ်စုံတစ်ရာပေါ်ပေါက်ခဲ့လျှင် အဆိုပါပြဿနာကိုပိုင်ရှင်နှင့်လုံးဝပတ်သက်မှုမရှိစေရန် ငှားရမ်းသူမှတာဝန်ယူရမည်ဖြစ်ပြီး၊ ပြဿနာပြေလည်သည်အထိ သက်ဆိုင်ရာ အစိုးရ ရုံး၊ ဌာနများတွင် ငှားရမ်းသူမှအလုံးစုံတာဝန်ယူဖြေရှင်းဆောင်ရွက်ပေးရန်နှင့် မြေကွက်ပျက်စီးမှုရှိပါက ပိုင်ရှင်ကျေနပ်သည်အထိ မူလအခြေအနေအတိုင်းဖြစ်အောင် ငှားရမ်းသူမှပြုပြင်ပေးရန်။

၆.၁၅- မီးလောင်ကျွမ်းခြင်းကြောင့်ဖြစ်စေ၊ တားဆီးခြင်းငှာ မစွမ်းသာသော သဘာဝဘေးအန္တရာယ်၊ ရန်သူမျိုး (၅) ပါးဘေးအန္တရာယ်တို့ကြောင့် အဆောက်အအုံများပျက်စီးဆုံးရှုံးခြင်း (သို့မဟုတ်) လုပ်ငန်းဆက်လက်လုပ်ကိုင်ခွင့်မရခြင်းတို့ဖြစ်ပေါ်ခဲ့ပါက ပိုင်ရှင်ထံမှ မည်သည့်လျော်ကြေးငွေတစ်စုံတစ်ရာကိုမျှ တောင်းခံခြင်းပြုမည်မဟုတ်ကြောင်းနှင့် ပိုင်ရှင်၌တာဝန်မရှိကြောင်း

၆.၁၆-ငှားရမ်းသည့်မြေကွက်အတွင်းသို့ အခါအားလျော်စွာ ပိုင်ရှင်မှဝင်ရောက်၍ ကြည့်ရှုစစ်ဆေးခြင်းကို ငှားရမ်းသူမှခွင့်ပြုရပါမည်။

၆.၁၇-ငှားရမ်းကာလမကုန်ဆုံးမီ ငှားရမ်းသူမှမိမိသဘောအလျောက် မြေကွက်မှပြောင်းရွှေ့ဖယ်ရှားခဲ့ပါက ငှားရမ်းခရယူပြီးသော ကျန်ငှားရမ်းကာလများအတွက် ငှားရမ်းခငွေကို ပိုင်ရှင်မှပြန်အ[illegible]ရန်တာဝန်မရှိကြောင်း သဘောတူပါသည်။

၆.၁၈-ငှားရမ်းကာလတစ်နှစ်မကုန်ဆုံးမီ (၁) လအလိုတွင် နောက်ထပ်တစ်နှစ်အတွက် ငှားရမ်းခငွေကို ပိုင်ရှင်ထံငှားရမ်းသူမှ တစ်လုံးတစ်ခဲတည်းအပြေအကြေပေးချေရန်နှင့် ပေးချေရန်ပျက်ကွက်ပါက ရောက်ဆဲငှားရမ်းကာလကုန်ဆုံးချိန်၌ ဤကတိစာချုပ်ပါစည်းကမ်းချက်များအား လိုက်နာလျက်မြေကွက်ကို အထက်အပိုဒ် ၆-၁၂ ပါအတိုင်းလိုက်နာလျက် ပိုင်ရှင်ထံပြန်လည်အပ်နှံရန်။

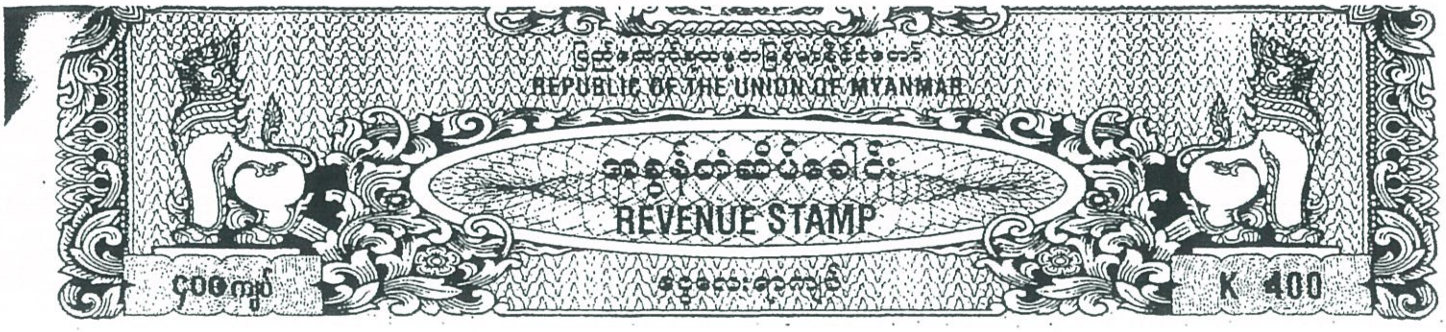
၆.၁၉-ငှားရမ်းကာလ (၅) နှစ် ကုန်ဆုံးပြီးနောက် ငှားရမ်းခြင်းရပ်စဲကြပါက မြေကွက်ကို ဤကတိစာချုပ်ပါ စည်းကမ်းချက်များနှင့်အညီ ပိုင်ရှင်ထံလက်ရောက်အပ်နှံရန်။

၆.၂၀- အကယ်၍ အထက်အပိုဒ် (၆. ၁၈) အရဖြစ်စေ၊ အထက်အပိုဒ် (၆. ၁၉) အရဖြစ်[illegible] မြေကွက်ကို ပိုင်ရှင်ထံပြန်လည်အပ်နှံရန်ပျက်ကွက်ပါက ပိုင်ရှင်မှမိမိအစီအစဉ်ဖြင့် လ[illegible]ရောက်ပြန်လည်ရယူမည်ဖြစ်သည်။ မြေနှင့်အဆောက်အအုံ၌ ငှားရမ်းသူပိုင်ပစ္စည်းများကျန်ရှိခဲ့ပါကလည်း အဆိုပါပစ္စည်းများကို စွန့်ပစ်ပစ္စည်းများဟုမှတ်ယူမည်ဖြစ်ပြီး၊ ပိုင်ရှင်၏စီမံခန့်ခွဲမှုအောက်၌ ရောက်ရှိမည်ဖြစ်ပါသည်။

၇။ <u>ပိုင်ရှင်လိုက်နာရန် စည်းကမ်းချက်များနှင့် တာဝန်များ</u>

၇. ၁- ငှားရမ်းသူအနေဖြင့် အဆောက်အအုံဆောက်လုပ်ခြင်း၊ လုပ်ငန်းလုပ်ကိုင်ရန် လျှောက်ထားဆောင်ရွက်ခြင်းများအတွက် လိုအပ်ပါက သက်ဆိုင်ရာ အစိုးရ ရုံး၊ ဌာနများ၌ လိုက်လံလက်မှတ်ရေးထိုးပေးရန်သဘောတူပါသည်။

၇. ၂- အမှတ် (၃) လမ်းမကြီးပေါ်မှ မြေကွက်အတွင်းသို့ဝင်ထွက်ရန် အကျယ် ၂၅ ပေ (သို့မဟုတ်) ၃၀ ပေ ခန့်ရှိ ကွန်ကရစ်လမ်း (၂) လမ်းနှင့် အဆိုပါကွန်ကရစ်လမ်း (၂) လမ်းအား[illegible]



၇. ၃- ငှားရမ်းသည့်မြေကွက်ပိုင်ဆိုင်မှုနှင့်ပတ်သက်၍ ပေးဆောင်ရသောအခွန်အခများ၊ မြေကွက်ငှားရမ်းခြင်းနှင့်ပတ်သက်၍ ပိုင်ရှင်နှင့်သက်ဆိုင်သော အခွန်အခများအားလုံးကို ပိုင်ရှင်မှ ပေးဆောင်ရန်။

၈။ <u>နှစ်ဦးနှစ်ဘက်အောက်ပါတို့ကို သဘောတူကြပါသည်။</u>

၈. ၁- ငှားရမ်းကာလ (၅) နှစ်ပြည့်မြောက်ပြီးနောက် ဆက်လက်ငှားရမ်းလိုခြင်း ရှိ/ မရှိကို ငှားရမ်းကာလမကုန်ဆုံးမီ (၆) လ ကြိုတင်၍ တစ်ဦးနှင့်တစ်ဦးအကြောင်းကြားရန်ဖြစ်ပြီး၊ ဆက်လက်ငှားရမ်းရန်ဆန္ဒရှိပါက ငှားရမ်းခကို ညှိနှိုင်း၍စာချုပ် အသစ်ထပ်မံချုပ်ဆိုငှားရမ်းကြရန် သဘောတူပါသည်။

၈. ၂- အကယ်၍ ငှားရမ်းသူမှမည်သို့ပင် ဆက်လက်ငှားရမ်းရန်ဆန္ဒရှိစေကာမူ ပိုင်ရှင်မှဆက်လက်ငှားရမ်းရန်ဆန္ဒမရှိပါက ငှားရမ်းကာလ (၅) နှစ်ပြည့်သည့်နေ့တွင် မြေကွက်ကို အထက်အပိုဒ် ၆-၁၂ ပါအတိုင်း လိုက်နာလျက် လစ်လပ်သောအနေအထားဖြင့် ပိုင်ရှင်ထံပြန်လည်အပ်နှံရန်သဘောတူပါသည်။

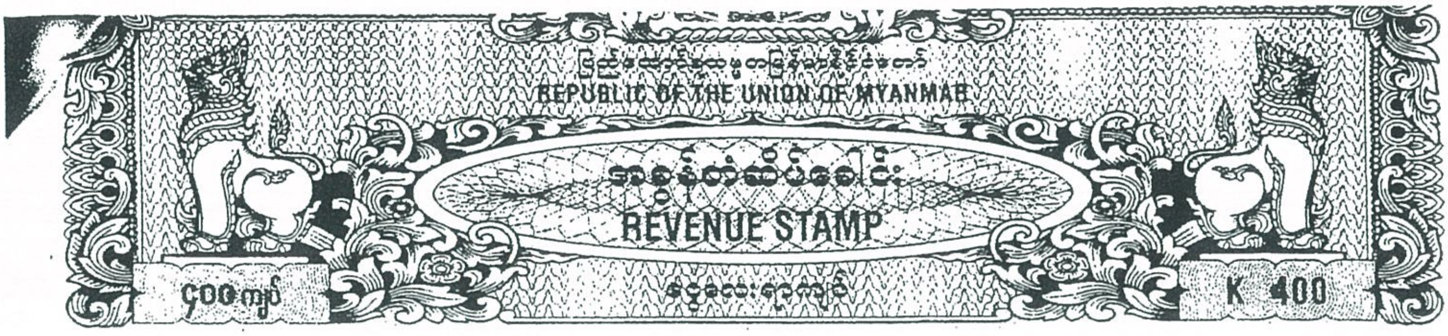
၈. ၃- ပိုင်ရှင်နှင့် ငှားရမ်းသူတို့သည် ဤကတိစာချုပ် စည်းကမ်းချက်များ၊ သဘောတူညီချက်များအပြင် အခြားတည်ဆဲဥပဒေစည်းမျဉ်း၊ စည်းကမ်းများကိုလည်း လိုက်နာရန်သဘောတူကြပါသည်။

၉။ <u>ငှားရမ်းမှုအားရုပ်စဲခြင်း</u>

၉. ၁- အထက်အပိုဒ် (၆) ပါ ငှားရမ်းသူလိုက်နာရမည့် စည်းကမ်းချက်များအနက် တစ်ချက်ချက်ကို ချိုးဖောက်ခဲ့ပါလျှင် ပိုင်ရှင်မှငှားရမ်းခြင်းကို ရုပ်စဲနိုင်သည်။

၉. ၂- နိုင်ငံတော်အစိုးရမှထုတ်ပြန်သည့် ဥပဒေ၊ နည်းဥပဒေ၊ အမိန့်၊ ညွှန်ကြားချက်များနှင့် တည်ဆဲဥပဒေများအား ဆန့်ကျင်သောပြုလုပ်မှုကို ငှားရမ်းသူမှပြုလုပ်ခဲ့ပါက ပိုင်ရှင်မှ ငှားရမ်းခြင်းကို ရုပ်စဲနိုင်သည်။

မှတ်ချက်။ ။ ထိုသို့ရုပ်စဲရပါက ပိုင်ရှင်မှငှားရမ်းသူအား ငွေကြေးတစ်စုံတစ်ရာပေးလျော်ရန်တာဝန် မရှိပါ။



အထက်ပါအတိုင်း နှစ်ဦးနှစ်ဘက် ဖတ်ရှု သိရှိ နားလည်သဘောပေါက်ကြပြီးဖြစ်၍ ယနေ့ ၂၀၁၃ ခုနှစ်၊ ဒီဇင်ဘာလ (၁၃) ရက်နေ့တွင် ဤကတိစာချုပ်ကို အောက်ပါအသိသက်သေများ ရှေ့မှောက်၌ လက်မှတ်ရေးထိုးပြုလုပ်ချုပ်ဆိုကြပါသည်။

ပိုင်ရှင်

(ဒေါ်ဝေဝေမွန်)
၁/ရကန (နိုင်) ၀၁၀၂၂၈

ငှားရမ်းသူ

(SPA Project Management Ltd.)
Company Registration No. 11/1994-1995
(ကုမ္ပဏီ၏ကိုယ်စား- (၁၀-၁၂-၂၀၁၃) ရက်နေ့စွဲပါ ဒါရိုက်တာအဖွဲ့အစည်းအဝေး ဆုံးဖြတ်ချက်မှတ်တမ်း အရ Personal In charge Mr. Michael Rudenmark (PP No. 82702808) မှ တာဝန်ယူလက်မှတ်ရေးထိုး ချုပ်ဆိုသည်။)

အသိသက်သေများ

၁။
အမည် [illegible]
မှတ်ပုံတင် [illegible]
နေရပ် FMI Centre, [illegible]

၂။
အမည် Daw Win Win Than
မှတ်ပုံတင် 12/ YaKaNa(Ng) 022400
နေရပ် BLD. 356/Rm. 24. West Yankin, Yangon.

REPUBLIC OF THE UNION OF MYANMAR

အခွန်တံဆိပ်ခေါင်း

REVENUE STAMP

၁၀၀၀ ကျပ် ငွေတစ်ထောင်ကျပ် K 1000

"နှစ်ဦးသဘောတူနှစ်ချုပ်ဖြင့်မြေငှားရမ်းခြင်းကတိစာချုပ်"

ပိုင်ရှင်။ ။ ဒေါ်ဝေဝေမွန်
၁/ရကန (နိုင်) ၀၁၀၂၂၈
အမှတ် (၉၀) ၊ အင်းယားလမ်း၊ (၉)ရပ်ကွက်၊ ကမာရွတ်မြို့နယ်။

ငှားရမ်းသူ။ ။ **SPA Project Managemaent Ltd**
Company Registration No.11/1994-1995
Pun Hlaing Gold Estate Avenue
Hlaing Thar Yar Township, Yangon.
(ကုမ္ပဏီကိုယ်စား (၁၁-၁၂-၂၀၁၃) ရက်နေ့စွဲပါ ဒါရိုက်တာအဖွဲ့ အစည်းအဝေးဆုံးဖြတ်ချက်မှတ်တမ်းအရ **Personal In Charge Mr.Micheal Rudenmark (PP No. 82702808)** မှတာဝန်ယူ လက်မှတ်ရေးထိုး ချုပ်ဆိုသည်။)

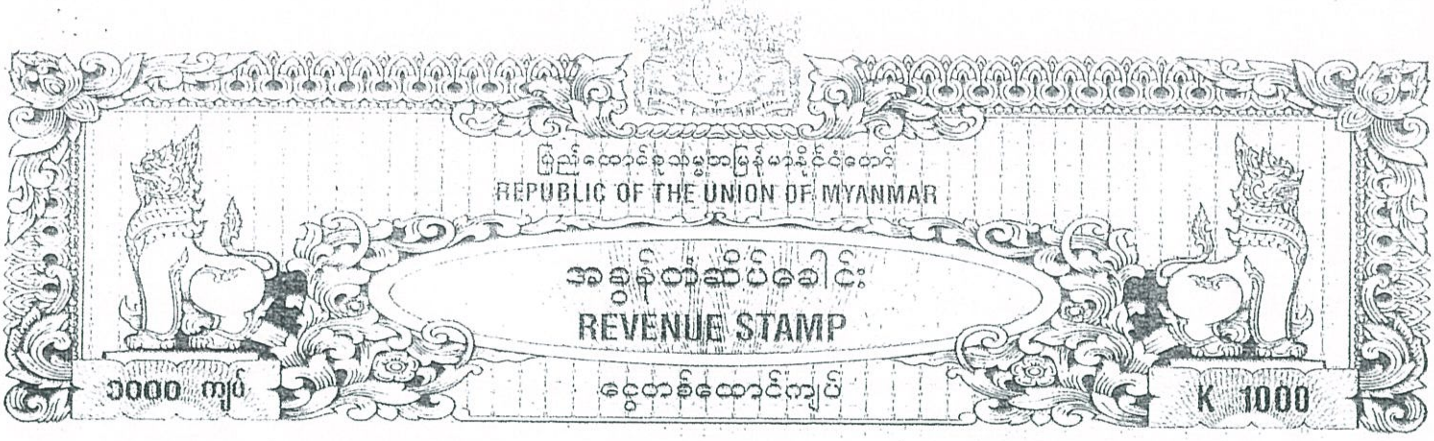
ရန်ကုန်မြို့၌ ယနေ့ ၂၀၁၄ ခုနှစ်၊ -ဒီဇင်ဘာလ (၁၅) ရက်နေ့တွင် အထက်အမည်ပါ ပိုင်ရှင်နှင့် ငှါးရမ်းသူတို့သည် နှစ်ဦးနှစ်ဘက်သဘောတူ ဤကတိစာချုပ်ကို အောက်ပါအတိုင်း ပြုလုပ်ချုပ်ဆို ကြပါသည်။

၁။ ငှါးရမ်းသည့်ပစ္စည်းဇယား

ရန်ကုန်တိုင်းဒေသကြီး၊ လှည်းကူးမြို့နယ်၊ ရေတလဘောင်ကျေးရွာ၊ကွင်းအမှတ်နှင့် အမည်-၅၀၅(အထက်တံခွန်တိုင်အရှေ့ကွင်း)၊ အကွက်အမှတ်-၈၊ ဦးပိုင်အမှတ်-၁၉၊ ၂၀၊ ၂၁ ဟု ခေါ်တွင်သော အမှတ်(၃)လမ်းမကြီးပေါ်ရှိ ဧရိယာ-(၉. ၉၆) ဧကခန့်ကျယ်ဝန်းသော ခြံစည်းရိုး ခတ်ပြီးမြေကွက်။

၂။ ငှါးရမ်းသည့်သက်တမ်းကာလ

ငှားရမ်းကာလမှ (၁၅. ၂. ၂၀၁၅)ရက်နေ့မှ (၁၄. ၂. ၂၀၂၀) ရက်နေ့အထိ (၅)နှစ်တိတိ ကာလဖြစ်ပါသည်။



သုံးရာ့ခြောက်ဆယ်တိတိ)ကို ယနေ့ ၂၀၁၄ ခုနှစ်၊ ဒီဇင်ဘာလ (၁၅) ရက်နေ့တွင် ငှါးရမ်းသူမှ အပြေအကြေပေးချေရာ ပိုင်ရှင်မှလက်ခံရရှိကြောင်း ဝန်ခံပြီး၊ ယနေ့တွင်ပင် လစ်လပ်သောအနေအထားဖြင့် ပိုင်ရှင်မှလက်ရောက်ပေးအပ်ရာ ငှါးရမ်းသူမှ ကောင်းမွန်စွာ လက်ခံရရှိကြောင်း ဝန်ခံပါသည်။

၄။ ငှါးရမ်းသူအနေဖြင့်ပိုင်ရှင်မှ သတ်မှတ်ထားသော အောက်ပါစည်းကမ်းချက်နှင့် သဘောတူညီချက်များကို တိကျစွာလိုက်နာလျှက် ငှါးရမ်းနေထိုင်မည်ဖြစ်ကြောင်း ဝန်ခံ ကတိပြုပါသည်။

(က) ခြံမြေကို မော်တော်ယာဉ်နှင့် စက်ယန္တရားများ **Sale and Service Center** တည်ဆောက်ဖွင့်လှစ်ရန်နှင့် နေအိမ်ကို လူနေထိုင်ရန်အတွက် သက်သက်သာ ငှါးရမ်းခြင်းဖြင့်ပြီး၊ ထိုသို့အသုံးပြုခြင်းမှအပ ထပ်ဆင့်ငှါးရမ်းခြင်း၊ လွှဲပြောင်းခြင်း လုံးဝမပြုရ။

(ခ) ခြံမြေတွင်နေထိုင်သူများသည် ဧည့်စာရင်းဖြင့်သာနေထိုင်ရန်။

(ဂ) ငှားရမ်းကာလအတွင်းကျသင့်သောအခွန်အခအရပ်ရပ်များကိုငှားရမ်းသူမှပေးဆောင်ရန်။

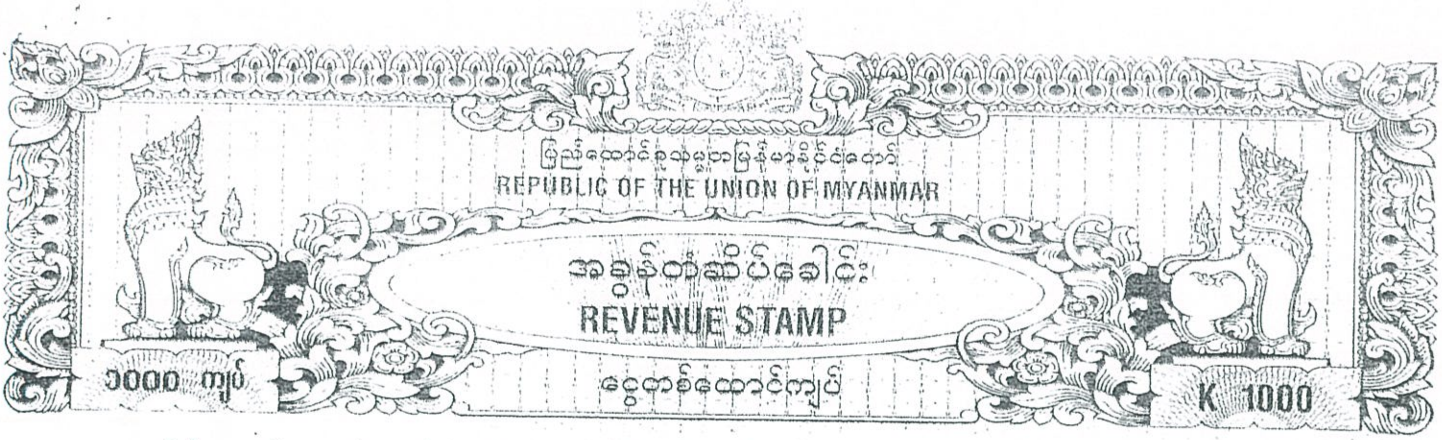
(ဃ) ခြံမြေကိုအချိန်ကာလနှင့် သဘာဝအလျောက်ဟောင်းနွမ်းခြင်းမှအပ မပျက်စီးအောင်ထိန်းသိမ်းစောင့်ရှောက်ရန်။

(င) ခြံမြေတွင် လျှပ်စစ်မီးအလွန်အကျွံသုံးစွဲမှုကြောင့် မီးတာလောင်ကျွမ်းခြင်း၊ ဝါယာရှော့ဖြစ်ခြင်း၊ ငှားရမ်းသူ၏ပေါ့ဆမှုကြောင့် မီးလောင်ကျွမ်းခြင်းအပါအဝင် ပြဿနာတစ်စုံတစ်ရာ ပေါ်ပေါက်ခဲ့လျှင် အဆိုပါပြဿနာကို ပိုင်ရှင်နှင့်လုံးဝပတ်သက်မှုမရှိစေရန်။

(စ) ငှားရမ်းသူအနေဖြင့်ခြံမြေတွင် တည်ဆဲဥပဒေများနှင့်အညီ လုပ်ငန်းလုပ်ကိုင် နေထိုင်ရမည်ဖြစ်ပြီး၊ ငှားရမ်းသူ(သို့)ပတ်သက်ဆက်နွယ်နေထိုင်သူတို့မှနိုင်ငံရေးငြိစွန်းခြင်း၊ မူးယစ်ဆေးဝါးအပါအဝင် ဥပဒေမဲ့ပစ္စည်းများ သိုလှောင်/ရောင်းဝယ်/ဖောက်ကား/ လက်ဝယ်ထား ရှိခြင်းတို့အပါအဝင် တည်ဆဲဥပဒေများနှင့်ငြိစွန်းသော ပြစ်မှုတစ်စုံတစ်ရာကို ပြုလုပ်ခဲ့ပါလျှင် အဆိုပါပြုမှုသည် ပိုင်ရှင်နှင့်သော်လည်းကောင်း၊ နေအိမ်ခြံမြေနှင့်သော်လည်းကောင်း လုံးဝပတ်သက်မှုမရှိစေရန်။

(ဆ) ငှားရမ်းကာလမကုန်ဆုံးမီငှားရမ်းသူမှ မိမိသဘောဆန္ဒအလျောက် ပြောင်းရွှေ့ဖယ်ရှားခဲ့ပါလျှင် ကျန်ရှိသောကာလများအတွက် ငှားရမ်းခငွေကို ပြန်အမ်းရန် တာဝန်ပိုင်ရှင်၌ မရှိစေရ။ ငှားရမ်းကာလ မကုန်ဆုံးမီ (၁)လအလိုတွင် ဒုတိယနှစ်အတွက် ငှားရမ်း စာချုပ်အသစ်ချုပ်ဆို ၍ ငှားရမ်းခကို ပိုင်ရှင်ထံပေးအပ်ရန်။

(ဇ) အကယ်၍ ငှားရမ်းသူမှဆက်လက်ငှားရမ်းရန် ဆန္ဒမည်သို့ပင်ရှိစေကာမူ ပိုင်ရှင်မှဆက်လက်ငှားရမ်းလိုခြင်းမရှိတော့ပါကငှားရမ်းကာလကုန်ဆုံးသည့်နေ့ညသန်းခေါင်ယံကို နောက်ဆုံးထား၍ ခြံမြေမှအေးချမ်းစွာ ပြောင်းရွှေ့ဖယ်ရှား၍ ခြံမြေအား ပိုင်ရှင်သို့ပြန်လည်အပ်နှံရန်။



အပိုဒ်များပါ စည်းကမ်းချက်များအတိုင်း ခြံမြေမှအေးချမ်းစွာ ပြောင်းရွှေ့ဖယ်ရှားပြီး၊ ခြံမြေကို လစ်လပ်သောအနေအထားဖြင့် ပိုင်ရှင်အားပြန်လည်အပ်နှံရန်။ (ဤအခြေအနေတွင်ကျန်ရှိ သာ ငှားရမ်းကာလများအတွက် ငှားရမ်းခငွေကို ပြန်အမ်းရန် တာဝန် ပိုင်ရှင်၌မရှိစေရ။)

၅။ အထက်ပါအပိုဒ်များပါ စည်းကမ်းချက်များအပြင် အခြားတည်ဆဲဥပဒေစည်းမျဉ်း၊ စည်းကမ်းများကို လိုက်နာလျက်ငှားရမ်းနေထိုင်သွားကြရန် နှစ်ဦးနှစ်ဘက်သဘောတူပါသည်။

(ပိုင်ရှင်)

(ဒေါ်ဝေဝေမွန်)
၁/ရကန (နိုင်) ၀၁၀၂၂၈

(ငှားရမ်းသူ)

(SPA Project Management Ltd.)
(ကုမ္ပဏီကိုယ်စား (၁၁-၁၂-၂၀၀၄) ရက်နေ့စွဲပါ ဒါရိုက်တာအဖွဲ့အစည်းအဝေး ဆုံးဖြတ်ချက်မှတ်တမ်းအရ **Personal In Charge Mr.Micheal Rudenmark (PP No. 82702808)** မှတာဝန်ယူ လက်မှတ်ရေးထိုး ချုပ်ဆိုသည်။)

__အသိသက်သေများ__

၁။ ______________________

အမည် [illegible]

မှတ်ပုံတင် ၅/လသန(နိုင်)၀၀၀၁၃၆

နေရပ် FMI Centre ၊ 10 လွှာ၊ ၃၈၀၊ ဗိုလ်ချုပ်အောင်ဆန်းလမ်း၊ [illegible]

၂။ ______________________

အမည် Daw Win Win Than

မှတ်ပုံတင် 12/YaKaNa(Ng) 022400

နေရပ် BLD 388/10, NO. 1 Industrial Road Bahan TSP, Yangon.

မြန်မာနိုင်ငံတံဆိပ်ခေါင်းအက်ဥပဒေ ပုဒ်မ (၃၂) ၊ ပုဒ်မခွဲ ၁(ခ)အရ
ထပ်ဆင့်ထောက်ခံချက်

ဤစာချုပ်သည် မြေငှားရမ်းခြင်းကိစ္စရပ်အတွက် သဘောတူစာချုပ်ဖြစ်ခြင်းကြောင့် မြန်မာနိုင်ငံတံဆိပ်ခေါင်း အက်ဥပဒေ ၊ နောက်ဆက်တွဲဇယား (၁) အမှတ်စဉ် (၃၅) အရ တန်ဖိုးအပေါ်(၃)ရာခိုင်နှုန်း ထိုက်သင့်သော သဘောတူ စာချုပ်အမျိုးအစား ဖြစ်ပါသည်။

စာချုပ်ချုပ်ဆိုသူတို့သည် မြန်မာနိုင်ငံတံဆိပ်ခေါင်းအက်ဥပဒေ ပုဒ်မ (၁၇)ပါ စာချုပ် ချုပ်ဆိုသောရက်နှင့် ၎င်းနေ့ မတိုင်မီ တံဆိပ်ခေါင်းခွန်ကပ်နှိပ်ရမည့် ပြဋ္ဌာန်းချက်ကိုလိုက်နာရန် ပျက်ကွက်ခဲ့ခြင်းကြောင့် မြန်မာနိုင်ငံ တံဆိပ်ခေါင်းအက် ဥပဒေ ပုဒ်မ (၃၂)၊ ပုဒ်ခွဲ ၁(ခ)အရ ကော်လိတ္တော်အရာရှိ၏ လုပ်ပိုင်ခွင့်ကိုကျင့်သုံး၍ အောက်ပါအတိုင်း ဆောင်ရွက် စေပါသည်။

YOMADEVELOPMENT GROUP LIMITED အနေဖြင့် ဤစာချုပ်အပေါ်ကျသင့်တံဆိပ်ခေါင်းခွန် ကျပ် (၁၀၈၀၀၀၀၀/-) ကိုလှည်းကူးမြို့နယ် မြန်မာ့စီးပွားရေးဘဏ်ရှိ ပြည်တွင်းအခွန်များဦးစီးဌာန လှည်းကူးမြို့နယ်ရုံး၏ ငွေစာရင်းအမှတ် **MD-010150** သို့ (၁၅.၁၀.၂၀၁၅)ရက်စွဲပါ ချလန်အမှတ် **(11)** ဖြင့် ကျသင့်တံဆိပ်ခေါင်းခွန် အပြည့်အဝ ပေးသွင်းစေလျက် ဒဏ်ကြေးကင်း လွတ်ခွင့်ပြုကာ မြန်မာနိုင်ငံတံဆိပ်ခေါင်း အက်ဥပဒေ ပုဒ်မ (၄၂) ၊ ပုဒ်မခွဲ(၂) နှင့် အညီ တံဆိပ်ခေါင်းထုတ်ပေးခြင်းမပြုဘဲ တံဆိပ်ခေါင်းကပ်နှိပ်ပြီး စာချုပ်ကဲ့သို့ မှတ်ယူဆောင်ရွက်နိုင်ရန် (၁၅.၁၀.၂၀၁၅) ရက်နေ့တွင် လက်မှတ်ရေးထိုး ထုတ်ပေး လိုက်သည်။

၁၅.၁၀.၂၀၁၅

ပြည်တွင်းအခွန်များဦးစီးဌာန
ရက်စွဲ ....
လှည်းကူးမြို့နယ်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
အထူးကပ်တံဆိပ်ခေါင်း
SPECIAL ADHESIVE
၁၀၀၀ကျပ် K 1000

LAND REVENU[E]

Lease 1 (a)

Entered in Land Register 3 (Volume)

Revenue Proceedings No. *of* ---------- *District Office*

FORM OF LEASE OF TOWN LANDS WITH POWER OF RENEWAL UP TO NINETY YEARS

(Rule 51 A of the Rules under the U.B, Land and Revenue Regulation, 1889)

(Rule 29 of the Rules under the L.B, Town and Village Lands Act, 1898)

THIS LEASE made the ---------- ၁၆ ---------- day of ---------- နိုဝင်ဘာလ ---------- one thousand nine hundred and ---------- ၂၀၁၆ ---------- BETWEEN THE CHAIRMAN OF THE REVOLUTIONARY COUNCIL OF THE UNION OF BURMA (hereinafter called "the Lessor" which expression shall be taken to mean and include the said OF THE REVOLUTIONARY COUNCIL OF THE UNION OF BURMA and his successors in office and assigns except when the context requires another and different meaning) of the one part : AND ---------- [illegible] of ---------- son of ---------- (hereinafter called "the Lessee" which expression shallbe taken to mean and include the said ---------- his heirs executors administrators representatives and assign except when the content requires another and different meaning) of the other part : WITNESSETH that in consideration of the rent hereinafter reserved and of the covenants by the Lessee hereinafter contained the Lessor DOTH hereby lease unto the Lessee all that piece of land described in the schedule hereto together with all rights easement and appurtenances to the same belonging save and except all mines and mineral produces buried treasure coal petroleum oil and quarries whatsoever in under or within the said land with liberty for the Lessor and his lessees licensees agents and workmen and all other persons acting on his behalf to dig search for obtain and carry away the same on making reasonable compensation to the Lessee on account of any disturbance or damage that may be caused thereby to the surface of the said land and that such compensation shall in case of dispute be determined by the Deputy Commissioner of ---------- as nearly as may be in accordance with the provisions of the Land Acquisition Acts or Regulations for the time being in force TO HOLD the said land unto the Lessee for the term of thirty years from the date of this lease * with the option for the Lessee to renew this lease for + two successive terms of thirty years + as hereinafter provided * YIELDING and PAYING therefore the clear yearly rent of Kyat ---------- [illegible] ---------- payable in advance on the third day of January of each year and the Lessee doth hereby to the intent that the burden of the covenants may run with the said land and may bind the owners thereof for the time being convenat with the Lessor :

(၁၆.၁၁.၂၀၁၆) ရက်နေ့မှ (၁၅.၁၁.၂၀၄၆) ရက်နေ့အထိ နှစ်(၃၀) [illegible]

1. To pay the said rent on the days and in the manner hereinbefore appointed for payment thereof and also to pay all taxes rates and assessments that now are or may hereafter during the said term be imposed upon the said land or any buildings that may be erected thereon or upon the Lessee in respect thereof.

2. To commence to erect upon the said land within --------------------------- months from the date hereof the buildings the measurements elevation and materials of which shall receive the previons approval in writing of the Deputy Commissioner and to complete such building within ------------------------- months from the date hereof and during the currency of this lease to keep such building in good repair to the satisfaction of the said Deputy Commissioner.

* Alternative

2. To erect upon the land within -----------6------------- months from the date hereof and thereafter at all times during the said term to maintain thereon a good and substantial --------------------------- as described in appliaction according to the rules and bye-laws which now are in force or hereafter may be in force under any Act governing the adminstration of urban areas in respect to materials to be used in and method of construction of buildings.

* Strike out alternative not required.

3. Not to erect buildings on more than of the area of the said land.

4. Not to alter the position mode of construction or materials of the said building or of any other buildings that may hereafter be erected on the said land without the consent in writing of the said Deputy Commissioner and not to erect any other building upon the said land without first obtaining such consent.

* Alternative

4. Not to erect any other building on the said land without first obtaining the consent in writing of the Deputy Commissioner.

* Strike out alternative not required.

5. Not to use the said land and buildings that may be erected thereon during the said term for a lodging-house or for a cooly-barrack or for any other purpose than ---[illegible]------- without the consent in writing of the said Deputy Commissioner.

In the event of the lessee obtaining subject to any further restrictions and conditions or subject to enhanced rent the consent of the Deputy Commissioner to erect maintain keep or use buildings on the land for the purpose of a loading-house or a cooly-barrack to comply with all such restrictions and conditions and to pay on the dates aforesaid such enhanced rent as if they were part of this indenture.

6. Without first obtaining such consent not to subdivide the said land or to part with the possession of transfer or sublease a part only of the said land.

---

7. To register all changes in the possession of the whole of the said land whether by transfer otherwise than by registered document succession or otherwise in the register of the said Deputy Commissioner within one calendar month from the respective dates of such changes and if the Lessee shall without sufficient cause neglect to register such changes the said Deputy Commissioner may impose on him for each such case of neglect a penalty not exceeding K 100 and a further monthly penalty not exceeding K 50 for each month that such breach shall continue and the said Deputy Commissioner may enforce the payment of such penalties in the same manner as arrears of revenue on land may be recovered.

8. That the said Deputy Commissioner and all persons acting under his orders shall be at liberty at all reasonable times in the day time during the said term to enter upon the said land or any buildings that may be erected thereon for any purpose connected with this lease.

9. At the expiration of the said term hereby franted quietly to surrender and deliver up possession of the said land but not the buildings or fixtures that may then be thereon to the Lessor provided that if the Lessor shall re-enter upon the said land and determine this lease under cluase 10 hercof the Lessee shall thereupon quietly deliver up possession of the said land and buildings and fixtures thay may then be thereon to Lessor :

10. PROVIDED always that if the said rent or any part thercof shall be in arrear and unpaid for one calendar month after the same shall have become due whether the same shall have been demanded or not or if the Lessee shall not observe and perform the covenants herembefore contained the said Deputy Commissioner may immediately and notwithstanding the waiver of any previous breach or right of re-entry cancel this lease and take possession of the land and the buildings and fixtures that may then be thereon.

And the Lessor doth hereby covenant with the Lessee

11. That the Lessee may at the expiration of the said term hereby granted if this lease shall not have been previously cancelled under clause 10 hereof and if the Lessee shall have paid the said rent and duly observed and performed the covenants by the Lessee herein cotained up to the expiration of the said term take away and dispose of all buildings and fixtures that may then be crected and fixed to the said land provided that the Lessee makes good and repairs any damage that may be caused to the said land ny such removal.

12. That if the Lessee shall be desirous of taking a renewed Lease of the said piece of land for the further term of thirty years from the expiration of the said term hereby granted and of such desire shall prior to the expiration of such last-mentioned term give to the Lessor three calendar months' previous notice in writing and shall pay the rent hereby reserved and observe and perform the several covenants and conditions herein contained and on the part of the Lessee to be observed and performed up to the expiration of the said term hereby granted the Lessor will upon the request and at the expense of the Lessee and upon his signing and delivering to the Lessor a counterpart therof sign and deliver to the Lessee a renewed lease of the said piece of land for a further term of thirty years at a rent to be fixed by the Lessor and under and subject to similar covenants and ...

13. PROVIDED also and it is hereby agreed that the Lessor his successors or assigns may at the expiration of the said term hereby granted if the Lessee shall not have obtained a renewal of this lease under clause 12 hereof elect to purchase the said buildings and fixtures that may then be in or upon the said land on giving to the Lessee one calendar month's previous notice in writing of such his intention and the price shall in case of dispute be determined by the Executive Engineer of the said district according to the actual value of such buildings and fixtures and his decision shall be final and conclusive and altogether binding upon the Lessee :

IN WITNESS WHEREOR ခရိုင်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန acting for and on behalf of the CHAIRMAN OF THE REVOLUTIONARY COUNCIL OF THE UNION OF BURMA and [illegible] have herenuto set their hands.

THE SUHEDULE ABOVE REFERRED TO

ALL that piece of land situate in the [illegible] ward of the town of [illegible] known as lot No. ၁၀၁ in block No. ၁၉၄ containing [illegible] or thereabouts bounded as follows :

North	
East	မူလအတိုင်း
South	
West	

and shown in the annexed plan marked *red*.

Singned by the said [illegible]

in the presence of ခရိုင်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန

[illegible] (၁/ ၃၉၀)

Witnesses. [illegible]

မြို့နယ်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန

လှည်းကူးမြို့နယ်

ဦးထွန်းထွန်းဝင်း (ပ/၄၀၇၉)

အုပ်ချုပ်ရေးမှူး ခရိုင်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန Deputy Commissioner

ရန်ကုန်မြောက်ပိုင်းခရိုင် District.

Singned by the said ---------------

in the presence of ---------------

Witnesses.

[illegible]

[illegible]

Signature of Lessee.

[illegible]

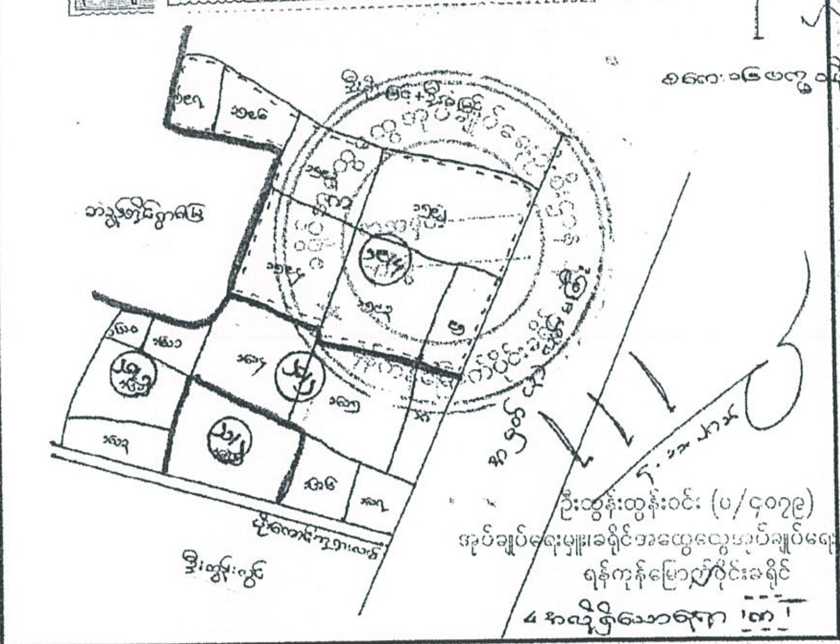
[illegible]

2016 - 0462552

မြေစာရင်းပုံစံ – ၁၀၅

မှန်ကန်ကြောင်း သက်သေခံ / သက်သေမခံ သော လက်ရှိမြေပုံတွင် ယခုနှစ်အသုံးပြုသော ဦးပိုင်မြေပုံ လက်ခံရေးကူးရန်ပုံစံ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော် ရုံးခွန်တံဆိပ်ခေါင်း K 300 ၁၀၀ကျပ် ၁၀၀ကျပ်

တိုင်းဒေသကြီး/ ပြည်နယ် ရန်ကုန်	
ခရိုင် မြောက်ပိုင်း	
မြို့နယ်/ မြို့နယ်ခွဲ [illegible]	
ရပ်ကွက်/ ကျေးရွာအုပ်စု [illegible]	
ကွင်း/ အကွက်အမှတ်နှင့်အမည် [illegible]	
ဦးပိုင်အမှတ်/ မြေကွက်အမှတ် ၁၉/၄	

ဦးပိုင် အမှတ်	အခွန်စည်းကြပ်ခံရသူ/ ပိုင်ရှင်/ ဂရန်ရှင်/ အငှားဂရန်ရှင် အမည်	ပိုင်ဆိုင်ခွင့်	မြေမျိုးနှင့် အတန်း	ဧရိယာ (ဧက)	မှတ်ချက်
				(၉.၉၆)ဧက	[illegible]
				[illegible]	[illegible]
၁၉/၄	[illegible]	-	[illegible]	(၄.၁၁)ဧက	[illegible]
					[illegible]/၂၀၁၆ [illegible]
					[illegible]

ရေးကူးပေးသည့်အကြောင်းအရာ	[illegible]

(အထက်ဖော်ပြပါအကြောင်းအရာအတွက်သာ အသုံးပြုခွင့်ရှိသည်။)

လျှောက်ထားသူအမည် – [illegible]

လျှောက်လွှာတင်သည့်နေ့စွဲ – ၂၀. ၅. ၂၀၁၆

လျှောက်ထားသူသို့ ထုတ်ပေးသည့်နေ့စွဲ – ၂၀.၅.၂၀၁၆

အုပ်ချုပ်ရေးမှူး
မြို့နယ်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန

ယခုအထက်တွင် ပြဆိုသောမြေပုံမှာ မှန်ကန်သေချာစွာ ရေးကူးထားသော (၂၀၁၆) ခုနှစ် အတွက် နောက်ဆုံးရရှိသော ဦးပိုင်မြေပုံဖြစ်ကြောင်း သက်သေခံလက်မှတ် ရေးထိုးပါသည်။

အမှုတွဲထိန်း/မြေတိုင်းစာရေးလက်မှတ် –

နေ့စွဲမြေတိုင်း(၄)
လယ်ယာမြေစီမံခန့်ခွဲရေးနှင့်စာရင်းအင်းဦးစီးဌာန

ရုံးတံဆိပ်

MD-020544

စက္ကူ အမြဲအသုံးစာများ ငွေပေးသွင်းနိုင်သည်

မြန်မာနိုင်ငံ ငွေတိုက်လက်စွဲ ဥပဒေ အပိုဒ် ၆(၁)နှင့် ၂၄၁(၂)(ဂ) များတွင်ဖော်ပြထားသည့်

(အမြဲတမ်းခွန်မှတစ်ပါး အခြား) အခွန်များကိုပေးဆောင်ရန်အတွက် အထွေထွေ။

ငွေတိုက်ချလံအမှတ်

လက်အောက်ငွေတိုက်ချလံအမှတ်

အောက်ပါစာရင်းအတိုင်း၊ ရန်ကုန်မြောက်ပိုင်းခရိုင်၊ လှည်းကူးမြို့နယ်၊ . . [illegible] ရွာနေ . . [illegible] . . . က၊ ပေးဆောင်ရန်ရှိသည့် . . [illegible] . . အခွန်ငွေကျပ်သုံး ဒင်္ဂါးပြားရေ(စာနှင့်ရေး) [illegible] ကိုလက်ခံပါမည့်အကြောင်း။

မျိုးမည်ခွဲခြားဖော်ပြသောစာရင်းတွင် အမှတ်နှင့် အခွန်အမျိုးအမည်	မည်သည့်နှစ်အတွက် ပေးဆောင်သည်	အကြောင်းအရာ အကျယ်	ငွေ	
			ကျပ်	ပြား
၄-၁ / ၁၂	၂၀၁၆-၂၀၁၇	[illegible]	၈၁၃၈၀၀	-

. . . . . [illegible] . . . . . မြို့။ } ငွေသွင်းသူလက်မှတ် . . . .

၂၀ [illegible] ခု၊ [illegible] . လ၊ [illegible] ရက်။ }

မှန်ကြောင်း . . . .

အခွန်ဝန်။

မြို့နယ်အုပ်ချုပ်ရေး(သို့)အခြားအခွန်အရာရှိ။

စစ်ဆေး၍စာရင်းသွင်းပြီးဖြစ်သည်။	ကျပ်သုံးဒင်္ဂါးပြားရေ(စာနှင့်ရေး) . . . . မြို့နယ် . . . . ရရှိပါကြောင်း။ . . . . မြို့။ ၂၀ ခု၊ လ၊
ငွေစာရင်းကိုင်စာရေး။ --- လက်အောက်ငွေစာရင်းကိုင်စာရေး။ ငွေတိုက်စိုး။	[illegible] 16 NOV 2016 [illegible] ငွေတိုက်စိုး။ ငွေစာရင်းကိုင်စာရေးကြီး။ ငွေတိုက်အရာရှိ။ လက်အောက် သို့မဟုတ် ဒုတိယ ငွေကိုင်စာရေး။ လက်အောက်ငွေတိုက်အရာရှိ။

MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT
COMPANIES REGISTRATION OFFICE

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

အမှတ် .၄၅၄.အက်ဖ်စီ/ ၂၀၁၄-၂၀၁၅

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ ..ဆမ်းမစ်·အက်(စ်)ပီအေ·မော်တော်·လီမိတက်
.................................အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက်
ကုမ္ပဏီအဖြစ် ၂၀၁၄ .နှစ်ဩဂုတ်.......လ၊ ..၁..ရက်နေ့တွင် မှတ်ပုံတင်ခွင့်ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(နီလာမူ၊ ဒုတိယညွှန်ကြားရေးမှူး)
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

CERTIFICATE OF INCORPORATION

NO. ....454.FC............ of2014-2015

I hereby certify that ....SUMMIT. SPA. MOTORS. LIMITED.................
....is this day incorporated under the Myanmar Companies Act and that the company is Limited.

Given under my hand at Nay Pyi Taw this ....FIRST.....................day of ......AUGUST. TWO. THOUSAND. AND. FOURTEEN..

For Director General
(Nilar Mu- Deputy Director)
Directorate of Investment and Company Administration

ဤကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်သည်(၁-၈-၂၀၁၄)မှ (၃၁-၇-၂၀၁၉) ရက်နေ့အထိ (၅)နှစ် သက်တမ်းအတွက်သာ ဖြစ်သည်။ သက်တမ်းမကုန်ဆုံးမီ (၃)လအလိုတွင် သက်တမ်းတိုးရန် ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများညွှန်ကြားမှု ဦးစီးဌာနသို့ လျှောက်ထားရမည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(သီတာအောင်၊ဒုတိယညွှန်ကြားရေးမှူး)

17 NOV 2014

This passport is valid for all countries and areas

unless otherwise endorsed

日本国 JAPAN

PASSPORT P JPN TR9701803



SAKAMURA

NAOKI

JAPAN 25 DEC 1975

M TOKYO

20 DEC 2017

Date of expiry

20 DEC 2027

MINISTRY OF FOREIGN AFFAIRS

P<JPNSAKAMURA<<NAOKI<<<<<<<<<<<<<<<<<<<<<<<<<

TR97018032JPN7512250M2712206<<<<<<<<<<<<<<08

渡航先

This passport is valid for all countries and areas unless otherwise endorsed.

TZ1090417

日本国 JAPAN

旅券 PASSPORT

型/Type P

発行国/Issuing country JPN

旅券番号/Passport No. TZ1090417



姓/Surname
TANIYAMA

名/Given name
TAKAHIKO

国籍/Nationality
JAPAN

生年月日/Date of birth
23 MAY 1964

性別/Sex
M

本籍/Registered Domicile
KYOTO

発行年月日/Date of issue
20 NOV 2015

有効期間満了日/Date of expiry
20 NOV 2025

所持人自署/Signature of bearer

発行官庁/Authority
EMBASSY OF JAPAN
IN MYANMAR

P<JPNTANIYAMA<<TAKAHIKO<<<<<<<<<<<<<<<<<<<<<<<<

TZ10904174JPN6405238M2511203<<<<<<<<<<<<<<04

1. RUDENMARK
2. HANS GÜNTHER MICHAEL
3a. 650219-2534
7. 22 APR/APR 19
10.



3

TELEPHONE NO. FOR CHECK OF VALIDITY
SWEDISH POLICE +46 77 114 14 00

PASS
PASSPORT
PASSEPORT

SVERIGE SWEDEN SUÈDE

Typ/Type P
Kod/Code SWE
Pass nr./Passport No. 87496817



1. Efternamn/Surname
RUDENMARK
2. Förnamn/Given names
HANS GÜNTHER MICHAEL
3. Nationalitet/Nationality
SVENSK SWEDISH
4. Födelsedatum/Date of birth
19 FEB/FEB 65
5. Kön/Sex
M/M
6. Utfärdat/Date of issue
22 APR/APR 14
7. Sista giltighetsdag/Date of expiry
22 APR/APR 19
8. Födelseort/Place of birth
EKSJÖ
9. Myndighet/Authority
SVERIGES AMBASSAD
BANGKOK

3a. Personnr/Pers. Id. No.
650219-2534
4a. Längd/Height
181 CM

650219

10. Namnteckning/Signature

P<SWERUDENMARK<<HANS<GUENTHER<MICHAEL<<<<<<<
87496817<8SWE6502193M1904220196502192534<<16

渡 航 先

This passport is valid for all countries and areas unless otherwise endorsed.

日 本 国　　JAPAN

旅券 PASSPORT

型/Type: P
発行国/Issuing country: JPN
旅券番号/Passport No.: TZ1153741



姓/Surname: MIYAKE
名/Given name: RYUSUKE
国籍/Nationality: JAPAN
生年月日/Date of birth: 20 FEB 1967
性別/Sex: M
本籍/Registered Domicile: TOKYO
発行年月日/Date of issue: 29 AUG 2016
有効期間満了日/Date of expiry: 29 AUG 2026
発行官庁/Authority: CONSULATE-GENERAL OF JAPAN IN DUBAI
所持人自署/Signature of bearer: 三宅隆介

P<JPNMIYAKE<<RYUSUKE<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

TZ11537416JPN6702203M2608293<<<<<<<<<<<<<<06

နိုင်ငံသား စိစစ်ရေး ကတ်ပြား



အမှတ် ၁၂/ဗဟန (နိုင်) ၀၀၀၉၂၁

အရပ်--- ၅' ၆"

သွေးအုပ်စု--- အေ

ထင်ရှားသည့် [illegible]

အမှတ် အသား--- မျက်စေ့ နားတွင်မှဲ့ကြီးပါရှိ

ရက်စွဲ---

အမည်--- မဝင်းမင်းဝေ

ဖခင်၏အမည်--- ဦးထွေးမောင်မောင်

မွေးသက္ကရာဇ်--- ၂၆ . ၄ . ၁၉၇၂

လူမျိုး--- ဗမာ

ကိုးကွယ်သည့်ဘာသာ--- ဗုဒ္ဓဘာသာ

ထုတ်ပေးသူ၏လက်မှတ်

[illegible]

([illegible] ကြီးကြပ်ရေးမှူး)

သက်သေခံကတ်ပြားအမှတ် -- --



လက်ဝဲ လက်မပုံစံ

အလုပ်အကိုင် -- မှီခို

နေရပ်လိပ်စာ -- ၁၅၀၊ ဓမ္မစေတီလမ်း၊ အနောက်ရွှေဂုံတိုင်

ထိုးမြဲလက်မှတ် --

မှတ်ချက်။ (၁) ခရီးသွားသည့်အခါ တစ်ပါတည်း ယူဆောင်သွားရမည်။

(၂) ပျောက်ဆုံး ပျက်စီးသည့်အခါ သက်ဆိုင်ရာ ပြည်သူ့ရဲစခန်း၊ မြို့နယ် လူဝင်မှုကြီးကြပ်ရေး နှင့် ပြည်သူ့အင်အား ဦးစီးဌာနမှူးရုံး ထံသို့ သတင်းပေးပို့ရမည်။

FORM XXVI

PARTICULARS OF DIRECTORS, MANAGERS, OR MANAGING AGENTS AND CHANGES THEREIN

(The Myanmar Companies Act, See Section 87)

Name of Company : SUMMIT SPA MOTORS LIMITED

Presented for filling by: MR. HANS GUNTHER MICHEAL RUDENMARK

The Present Christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
1. MR. IWAO TAJIRI	JAPANESE PP NO.TR2925369	2-5-11,KAKINOKIZAKA, MEGURO-KU, TOKYO, JAPAN	MERCHANT	RESIGNED FROM MANAGING DIRECTOR (W. E. F 28. 2. 2018)
2. MR. TAKAHIKO TANIYAMA	JAPANESE PP NO.TZ1090417	5-19-5, NAKAMEGURO, MEGO-KU, TOKYO, JAPAN	MERCHANT	DIRECTOR
3. MR. HANS GUNTHER MICHEAL RUDENMARK	SWEDISH PP NO.87496817	78 SHENTON WAY # 32-00 SINGAPORE 079120	MERCHANT	DIRECTOR
4. DAW WIN MIN HTWE	MYANMAR NRC NO. 12/BAHANA (N)000921	150, DHAMMAZEDI ROAD, WEST SHWE GONE DINE, BAHAN TOWNSHIP , YANGON	MERCHANT	DIRECTOR
5. MR. MIYAKE RYUSUKE	JAPANESE PP NO.TZ1153741	3-27-4 SAKAI, MUSASHINO-SHI, TOKYO, JAPAN	MERCHANT	DIRECTOR
6. MR. NAOKI SAKAMURA	JAPANESE PP NO.TR9701803	6-25-8, HATANODAI, SHINAGAWA-KU, TOKYO JAPAN 142-0064	MERCHANT	APPOINTED AS MANAGING DIRECTOR (W. E. F 27. 2. 2018)

NOTE: (1) A Complete list if the Directors or Managers or Managing Agents shown as existing in the last particulars.

(2) A note of the changes since the last list should be made in the column for "Changes" by placing against the new Director's name the word "in place of .... and by writing against any former Director's name the word "dead" "resigned" or as the case may be giving the date of change against the entry.

Summit SPA Motors Ltd. Date .... Myanmar

Signature..........

Designation.. MR HANS GUNTHER MICHEAL RUDENMARK

Dated this 28th Feb 2018..........

Summit SPA Motors Ltd.
Date ....
Myanmar

FORM VI

RETURN OF ALLOTMENTS
THE MYANMAR COMPANIES ACT.

(See Section 104)

(To be filed with the Registrar within one month after the allotment is made)

Return of allotment from the 7th of Sept ~~200~~2017

on the of ~~200~~2017 of the *SUMMIT SPA MOTORS LIMITED

Made pursuant to Section 104 (1)

Number of the shares allotted payable in cash ....1100000 SHARES

" " " " ....

Nominal amount of the shares so allotted ....US$ 1100000 SHARES

" " " ....

Amount paid or due and payable on cash such share.......US$ 1/- (FULLY PAID UP)

" " " " ....

Number of ordinary shares allot5ted for a consideration other than cash

Nominal amount to be ordinary shares so allotted ....

Amount to be treated as paid on each such share ....

The consideration for which such share have been allotted is as follow: -

---

NOTE : In making a return of allotted under Section 104 (1) the Myanmar Companies Act., it is to be noted that-

1. When a return include several allotments made on different dates, the actual date of only the first and last of such allotment should be entered at the tip of the front page, and the registration of the return should be effected within one month of the first date.
2. When a return relates to one allotment only, made on one particular date, that date only should be inserted and the spaces for the second date struck out and the world made substituted for the world " From" after the world " allotments" above.

Here insert name of Company.

Distinguish between preference, ordinary, or other description of shares.

Iwao Tajiri
Managing Director
Summit SPA Motors Ltd.

Presented for filing by : MR.IWAO TAJIRI (MANAGING DIRECTOR)

Name, Address and Description of Allotees

Name & N.R.C No	Address	Description	Number of the shares allotted	
			Preference	ordinary
1.SUMITOMO CORPORATION REG NO.0100-01-008692	8-11,HARUMI 1-CHOME, CHUOKU, TOKYO.			660000 SHARES
REPRESENTED BY: MR.MIYAKE RYUSUKE PPNO.TZ1153741	3-27-4 SAKAI,MUSASHINO, TOKYO, JAPAN.			
2.ELITE MATRIX INTERNATIONAL LTD REG NO.1599481	P.O BOX 957,OFFSHORE INCORPORATIONS CENTER, ROAD TOWN,TORTOLA			220000 SHARES
REPRESENTED BY: MR.HANS GUNTHER MICHAEL RUDENMARK PPNO.87496817	78 SHENTON WAY #32-00, SINGAPORE 079120			
3. YOMA NOMINEE LTD REG NO.4227/2014-15	FMI CENTER, LEVEL 10&11 NO.380,BOGYOKE AUNG SAN RD, PABAEDAN TS,YANGON.			220000 SHARES
REPRESENTED BY: DAW WIN MIN HTWE NRC NO.12/BAHANA (N)000921	150, DHAMMAZEDI ROAD, WEST SHWE GONE DAING.			
			TOTAL	1100000 SHARES

Signature

Date 7th September 2017

MR.IWAO TAJIRI
MANAGING DIRECTOR
SUMMIT SPA MOTORS LIMITED.

ရန်ကုန်တိုင်းဒေသကြီးရုံးခွဲ

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့်ကုမ္ပဏီ

ဆမ်းမစ် အက်(စ်)ပီအေ မော်တော် ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ

❖❖❖❖

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memoradum Of Association

AND

Articles Of Association

OF

Summit SPA Motors COMPANY LIMITED

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

ဆမ်းမစ် အက်(စ်)ပီအေ မော်တော် ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

❖❖❖❖❖❖❖

၁။ ကုမ္ပဏီ၏အမည်သည် ဆမ်းမစ် အက်(စ်)ပီအေ မော်တော် ကုမ္ပဏီ လီမိတက် ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ ဟစ်ဖက်စာမျက်နှာပါအတိုင်းဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် ကျပ် US$ 10,000,000 /-(အမေရိကန် US$ Ten Million Only တိတိ) ဖြစ်၍ရှယ်ယာတစ်စုလျှင် US$ 1 /-(ကျပ် US$ One Only တိတိ) တန် အစုရှယ်ယာပေါင်း (10,000,000) ခွဲထားပါသည်။ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသောတရားဥပဒေ အသေးစိတ်ပြဋ္ဌာန်းချက်များနှင့်အညီ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အခွင့်အာဏာရှိစေရမည်။

၁။ ကုမ္ပဏီတည်ထောင်ရခြင်း၏ရည်ရွယ်ချက်များမှာ နိုင်ငံတော်အစိုးရက ခွင့်ပြုထားသော အောက်ဖော်ပြပါ ကုန်ပစ္စည်းများနှင့် ထုတ်ကုန်များကို မိမိတစ်ဦး တည်းဖြစ်စေ၊ မည်သည့်ပြည်တွင်း ၊ပြည်ပပုဂ္ဂိုလ်များနှင့် ဖက်စပ်၍ဖြစ်စေ၊ သွင်းကုန်လုပ်ငန်းရှင်များ၊ ထုတ်ကုန် လုပ်ငန်းရှင်များ၊ လက်လီလက်ကား ရောင်းချသူများ၏ ကူးသန်းရောင်းဝယ်ရေးဆိုင်ရာလုပ်ငန်းများကို လုပ်ကိုင် ဆောင်ရွက်ရန်။

(က) ရောင်းချပြီးသော မော်တော်ယာဉ်များအတွက် ရောင်းချပြီးနောက်ဝန်ဆောင်မှုပေးသည့်လုပ်ငန်း (after-sale service) ဆောင်ရွက်ရန်၊

(ခ) မြန်မာနိုင်ငံတွင် "ဟီးနိုး (Hino)" ကုန်အမှတ်တံဆိပ်ကို ဈေးကွက်ဝင်အောင်ပြုလုပ်ခြင်းနှင့်ဈေးကွက် ခိုင်မာအောင်ပြုလုပ်ခြင်း၊

(ဂ) လက်လီလက်ကားရောင်းချရန်အတွက် ဟီးနိုးဘတ်(စ်)ကားများနှင့် ဟီးနိုးကုန်တင်ကားများကို တင်သွင်းခြင်းနှင့်ရောင်းချရန် ခင်းကျင်းပြသခြင်း၊

(ဃ) ရောင်းချပြီးနောက်ဝန်ဆောင်မှုလုပ်ငန်းများ (after-sale service) ဆောင်ရွက်ပေးနိုင်ရန်အတွက် ဟီးနိုးအမှတ်တံဆိပ်အပိုပစ္စည်းများ၊ သီးခြားအသုံးပြုမည့် ကိရိယာတန်ဆာပလာများ နှင့်ဆက်စပ်ပစ္စည်း များကို တင်သွင်းခြင်း

၂။ ကုမ္ပဏီမှ သင့်တော်လျောက်ပတ်သည်ဟု ယူဆပါကကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန် အတွက်မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီ၊ ဘဏ်၊ (သို့မဟုတ်) ငွေကြေးအဖွဲ့အစည်းထံ မဆိုငွေချေးယူရန်။

ခြွင်းချက် ။ ။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော် အတွင်း၌ဖြစ်စေ၊ အခြားမည်သည့်အရပ်ဒေသ၌ဖြစ်စေ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရားဥပဒေများ၊ အမိန့် ကြော်ငြာစာများ၊ အမိန့်များက ခွင့်ပြုထားသည့် လုပ်ငန်းများမှအပ အခြားလုပ်ငန်းများလုပ်ကိုင် ဆောင်ရွက်ခြင်းမပြုပါ။ ထို့အပြင် ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော် အတွင်း၌ အချိန်ကာလ အားလျော်စွာ တည်မြဲနေသည့် တရားဥပဒေ ပြဌာန်းချက်များ၊ အမိန့်ကြော်ငြာစာများ၊ အမိန့်များနှင့်လျော်ညီ သင့်တော်ခြင်း သို့မဟုတ်၊ ခွင့်ပြုထားရှိခြင်းမှသာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက်ထားရှိပါသည်။

၂၀၁၅ ခုနှစ်၊ စက်တင်ဘာလ၊ ၄ ရက်နေ့တွင် တင်ပြခဲ့သော လုပ်ငန်းရည်ရွယ်ချက် ပြောင်းလဲခြင်းအား စာအမှတ် - ရက-၁၀/၁/၂၀၁၅ (၁၈၀၅၆) ရက်စွဲ ၂၀၁၅၊ အောက်တိုဘာလ ၁ ရက်နေ့စွဲဖြင့် ခွင့်ပြုခဲ့ပြီးဖြစ်ပါသောကြောင့် ပြင်ဆင်ပြီး သင်းဖွဲ့မှတ်တမ်း (၂) စုံ အား ပြန်လည် ပေးပို့အပ်သည်။ ကုမ္ပဏီ၏ သင်းဖွဲ့မှတ်တမ်းနှင့် သင်းဖွဲ့စည်းမျဉ်းတွင်လည်း ပြင်ဆင်ပြီးဖြစ်ပါသည်။

In accordance with the application letter for changing intended business of the company dated on 4th September 2015, your office has permitted the amended in Memorandum of Association by the letter No.Yaka-10/1/2015 (18056) dated on 1st October 2015 . We have amended the Memorandum and Articles of Association of the Company and present (2) sets of Memorandum and Articles of Association for the Company, for your registration.

Takahiro

Managing Director

Summit SPA Motors Ltd.

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့စည်းမျည်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကိုကုမ္ပဏီ၏မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန်သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသားမှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1	Sumitomo Corporation Address: 8-11, Harumi 1-chome, Chuoku, Tokyo Represented by: **Mr. Takeshi Minoguchi** Residential address: 1-42-6-201, Funabashi, Setagaya-ku, Tokyo, Japan	Incorporated in Japan Co. Registration No: 0100-01-008692 Nationality: Japanese Passport No: TH4300537	2,640,000 shares	
2	Elite Matrix International Ltd Address: P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands Represented by: **Mr. Andrew Jonathan Rickards** Residential address: 100 Mau Po Village, Lung Ha Wan, Clear Water Bay Road, Hong Kong	Incorporated in BVI Co., Registration No. 1599481 Nationality: British Passport No: 761326191	880,000 shares	
3	First Myanmar Investment Co. Ltd Address: Levels 10-11, 380 Bogyoke Aung San Road, Pabedan Township, Yangon, Myanmar Represented by: **Mr. Pun Chi Tung Melvyn** Residential address: 14C, Block 1, Clovelly Court, 12 May Road, Mid-Levels, Hong Kong	Incorporated in Myanmar Co. Registration No: 159/1992-1993 Nationality: Chinese (HK) Passport No: KJ0059848	880,000 shares	
	Total		**4,400,000 shares**	

ရန်ကုန်။ နေ့စွဲ၊ ၂၀၁၄ ခုနှစ်၊ 17 JU[illegible] ( ) ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင်

လက်မှတ်ရေးထိုးကြပါသည်။

Thida Cho Win
Certified Public Accountant &

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

ဆမ်းမစ် အက်(စ်)ပီအေ မော်တော် ကုမ္ပဏီ လီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ

❖ ❖ ❖ ❖ ❖ ❖ ❖

၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲ ပထမ ဇယားပုံစံ 'က' ပါစည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့်အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည် အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါ သတ်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင် အရေအတွက်ကို ငါးဆယ် အထိသာကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏အစုရှယ်ယာ သို့မဟုတ် ဒီဘင်ချာ သို့မဟုတ် ဒီဘင်ချာစတော့(ခ်) တစ်ခုခုအတွက်ငွေထည့်ဝင်ရန် အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

မတည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် ကျပ် US$ 10,000,000 /-(ကျပ် US$ Ten Million Only တိတိ)ဖြစ်၍ ငွေကျပ် US$ 1 /-(ကျပ် US$ One Only တိတိ)ကန် အစုရှယ်ယာပေါင်း (10,000,00ò) ခွဲထားပါသည်။ ကုမ္ပဏီ၏ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင်တည်ဆဲဖြစ်နေသောတရားဥပဒေပြဋ္ဌာန်းချက်များနှင့်အညီ အလျှော့ထွေသင်းလုံးကျွတ်အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုခွဲရောင်းချခြင်း တို့ကိုဆောင်ရွက်နိုင်သည်။ Summit SPA Motors

၅။ အစုရှယ်ယာလက်မှတ်များကိုအထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့ကသတ်မှတ်သည့်အခြားပုဂ္ဂိုလ်များ ကလက်မှတ်ရေးထိုး၍ကုမ္ပဏီ၏တံဆိပ်ရိုက်နှိပ်ထုတ်ပေးရမည်။ အစုရှယ်ယာမှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း သို့မဟုတ် ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့်ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကို သော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသောအခြားသက်သေခံအထောက် အထားတစ်စုံတစ်ရကို တင်ပြစေ၍သော်လည်းကောင်းထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသောအစုရှယ်ယာရှင်တစ်ဦး၏ တရားဝင်ကိုယ်စားလှယ်ကို ဒါရိုက်တာများကအသိအမှတ်ပြုပေးရမည်ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည်အစုရှင်များကငင်းတို့၏အစုရှယ်ယားများအတွက်မပေးသွင်းရသေးသောငွေများကို အခါအား လျော်စွာတောင်းဆိုနိုင်သည်။အစုရှင်တိုင်းကလည်းငင်းတို့ထံတောင်းဆိုသည့်အကြိမ်တိုင်းအတွက်ဒါရိုက်တာများကသတ်မှတ်သည့်ပုဂ္ဂိုလ်များထံသတ်မှတ်သည့်အချိန်နှင့်နေရာတွင်ပေးသွင်းစေရန်တာဝန်ရှိစေရမည်။ဆင့်ခေါ်မှုတစ်ခုအတွက်အရစ်ကျ ပေးသွင်းစေခြင်း၊ သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂) ဦး ထက်မနည်း၊ (၁၀) ဦးထက် မများစေရ။

(1) Mr. Takahiko taniyama
(2) Mr.Takeshi Minoguchi
(3) Mr.Iwao Tajiri
(4) Mr.Andrew Jonathan Rickards
(5) Mr.Pun Chi Tung Melvyn. တို့ဖြစ်ကြပါသည်။

၈။ ဒါရိုက်တာများသည် ငင်းတို့အနက်မှ တစ်ဦးကို မန်နေဂျင်းဒါရိုက်တာအဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ဉာဏ်ပူဇော်ခများဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများအားလုံးကို ငင်းက အသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦးဖြစစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (   )စုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ငင်းသည်မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ငင်းတို့၏ ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည်ငင်းတို့သင့်လျော်သည်ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံဆွေးနွေးခြင်း၊ အစည်း အဝေးရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံးဒါရိုက်တာဦးရေ သတ်မှတ်ခြင်း တို့ကိုဆောင်ရွက်နိုင်သည်။ ယင်းသို့မသတ်မှတ်ပါကဒါရိုက်တာ(၃)ဦးတက်ရောက်လျှင် အစည်းအဝေးထမြောက်ရမည်။ ယင်းဒါရိုက်တာတို့သည်မဲတစ်မဲပေးပိုင်ခွင့်ရှိသည်။ အစုစပ်စာချုပ်၏အပိုဒ်(၅.၇)တွင် သတ်မှတ်ထားသော ဒါရိုက်တာ အဖွဲ့များ၏ သီးသန့်အကြောင်းအရာများမှလွဲ၍ ဒါရိုက်တာဘုတ်အဖွဲ့၏ အစည်းအဝေး များတွင် အတည်ပြုမဲပေးရန် အနည်းဆုံး ဒါရိုက်တာ(၃)ဦး တက်ရောက်ရန်လိုအပ်သည်။ မည်သည့်ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေ အတွက်တူနေပါက သဘာပတိအပါအဝင်မည်သူမျှ ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးခွင့် မရှိစေရ။

၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည့်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၂၀၁၅ ခုနှစ်၊ စက်တင်ဘာလ၊ ၄ ရက်နေ့တွင် တင်ပြခဲ့သော လုပ်ငန်းရည်ရွယ်ချက် ပြောင်းလဲခြင်းအား စာအမှတ် - ရက-၁၀/၁/၂၀၁၅ (၁၈၀၅၆) ရက်စွဲ ၂၀၁၅၊ အောက်တိုဘာလ ၁ ရက်နေ့စွဲဖြင့် ခွင့်ပြုခဲ့ပြီးဖြစ်ပါသောကြောင့် ပြင်ဆင်ပြီး သင်းဖွဲ့မှတ်တမ်း (၂) စုံ အား ပြန်လည် ပေးပို့အပ်သည်။ ကုမ္ပဏီ၏ သင်းဖွဲ့မှတ်တမ်းနှင့် သင်းဖွဲ့စည်းမျဉ်းတွင်လည်း ပြင်ဆင်ပြီး ဖြစ်ပါသည်။

In accordance with the application letter for changing intended business of the company dated on 4th September 2015, your office has permitted the amended in Memorandum of Association by the letter No.Yaka-10/1/2015 (18056) dated on 1st October 2015 . We have amended the Memorandum and Articles of Association of the Company and present (2) sets of Memorandum and Articles of Association for the Company, for your registration.

Takahiko Taniyama
Managing Director
Summit SPA Motors Ltd.

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့်ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံး အတွက် အကျိုးသက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ (က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများ ရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ -

(၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီကရယူရန်အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆိုဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့်ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသောမည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကို ပြုလုပ်ရန်။

(၂) သင့်လျော်သောစည်းကမ်းသတ်မှတ်ချက်များဖြင့်ငွေကြေးများကိုချေးငှားရန် သို့မဟုတ်အဆိုပါချေးငှား သော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒိဘင်ချာများ၊ ဒိဘင်ချာစတော့(ခ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ယခုလက်ရှိနှင့် နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ ထုတ်ဝေရန်။

(၃) ဤကုမ္ပဏီက ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ပန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒိဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ယင်းအပြင် အဆိုပါ အစုရှယ်ယာများ ထုတ်ပေးရာ၌ ငွေအပြည့် ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာများ အနေဖြင့်သော်လည်းကောင်း သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒိဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏ အခြားသော အာမခံ စာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ၊ ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်း အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍ သော်လည်းကောင်း၊ အပေါင်ပြု၍ သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများ တောင်းခံခေါ်ယူ၍ သော်လည်းကောင်း ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်း ဆောင်ရွက်ရန်။

(၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကိုအမြဲ တမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက်ခန့်ထားရန်၊ ... ဆိုင်းငံ့ခြင်းများအတွက်လည်း ကောင်း၊ အဆိုပါ ပုဂ္ဂိုလ်တို့၏တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြား ... ငွေကြေးများကို သတ်မှတ် ရာ၌လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌လည်းကောင်း သင့်လျော်သလိုဆောင်ရွက်ရန်၊ ထို့ အပြင် အဆိုပါကိစ္စရပ်များအတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆို ကိစ္စရပ်အားလုံးကို ဖြစ်စေ၊ တစ်စိတ် တစ်ဒေသကိုဖြစ်စေ ဒါရိုက်တာများ၏ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍ မန်နေဂျင်း ဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ် ခန့်ထားရန်။

(၇) မည်သည့် အစုရှင်ထံမှမဆို ၎င်းတို့၏ အစုရှယ်ယာများအားလုံးကို ဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသောစည်းကမ်းများဖြင့် လက်ခံရန်။

(၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့်ဖြစ်သော မည်သည့် ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ်စာတမ်းများ ချုပ်ဆို ပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီက ပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆို ဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသော ကြွေးမြီများနှင့်ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်း လိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီက ရရန်ရှိသောတောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေးများအတွက် ပြေစာများ ပြုလုပ် ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့်စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံရခြင်း၊ ကြွေးမြီ မဆပ်နိုင်ခြင်း ကိစ္စများနှင့် ပတ်သက်၍ ကုမ္ပဏီ၏ကိုယ်စား ဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ ထပ်ဆင့် လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပင်ခြင်းများ၊ ကန်ထရိုက် စာချုပ်များနှင့်စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ကိုယ်စား မည်သူက လက်မှတ် ရေးထိုးခွင့်ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက သင့်လျော် လျောက်ပတ်သောနည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင် ငွေများကို အာမခံပစ္စည်း ပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံထားရန်နှင့် စီမံခန့်ခွဲထားရန်။ ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွှဲရန်။

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေး စိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြား ပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟု ယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန်။ အဆိုပါ ပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့် အခြားသော သဘောတူညီထားသည့် တရားဝင်သသော ကူညီချက်များနှင့် ဥပဒေပြဋ္ဌာန်းချက်များပါ ပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီကခန့်အပ်ထားသော မည်သည့်အရာရှိသို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆို အထိအကျဆောင်ရွက်ခဲ့သည့်လုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသော အမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏ အထွေထွေ အမြတ်အစွန်းမှ ခွဲဝေပေး ခြင်းများ ပြုလုပ်ရန်နှင့် အဆိုပါကော်မရှင်များ၊ အမြတ်များခွဲဝေပေးခြင်း စသည်တို့ကို ဤကုမ္ပဏီ၏လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသအဖြစ် သတ်မှတ်ရန်။

(၁၇) ဤကုမ္ပဏီ၏လုပ်ငန်းများ၊ အရာရှိများ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်းများ ဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေ လိုအပ်သည်ဟု ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရန် အပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်းကောင်း ၎င်းတို့နှင့် စပ်လျဉ်းသော ကိစ္စရပ်များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့် ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကို ဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေးကြီးကိုကျင်းပရမည်။ ထို့နောက် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့် နေရာများတွင် ပြက္ခဒိန်နှစ်တစ်နှစ်လျှင် အနည်းဆုံးတစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းအဝေးကြီးနှင့် တစ်ဆယ့်ငါးလထက် မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးခေါ်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် မတက်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့် ပတ်သက်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်း သတ်မှတ်ပြဋ္ဌာန်းခြင်း မရှိလျှင် ထုတ်ဝေထားသည့် မူတည် ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင်တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောင်ရွက်ရန်အတွက် အစည်းအဝေးအထမြောက်သည့်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင်အစုရှင်အရေအတွက် နှစ်ဦးသာရှိသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အရေအတွက်ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ်အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအား ခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေညာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက တောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေမပေးရ။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်း ပြည့်မီသူပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မီသူများအား ရုံးဝန်ထမ်းများအဖြစ် ခန့်အပ်မည်ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များကဲ့သို့သော ဥာဏ်ပူဇော်ခများနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၄င်းသတ်မှတ်ချက်များကို သင်းလုံးကျွတ် အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်း လည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်း ဒါရိုက်တာအားတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များနှင့်အညီ ထားသို ထိန်းသိမ်း ဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ ရငွေ၊ သုံးငွေများ၏ ပမာဏနှင့် ၄င်းရငွေ၊ သုံးငွေများ ဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့် အကြောင်းကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံး သို့မဟုတ် ဒါရိုက်တာများက သင့်လျော်မည်ဟု ထင်မြင်ယူဆသော အခြားနေရာတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၄င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာ့နိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများနှင့် လိုက်လျောညီထွေ ဖြစ်ရမည်။

နို့တစ်စာ

၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာပါသော စာကို စာတိုက်ခ ကြိုတင်ပေးထား၍ ၎င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတစ်ဆင့် လိပ်မူ ပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

တံဆိပ်

၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများကကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦး ရှေ့မှောက်တွင်မှတစ်ပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာချုပ်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး

၂၃။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၆ (ဂ) တွင် ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိတရားဝင်တည်ဆဲဥပဒေပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူး သို့မဟုတ် အခြားအရာရှိ တစ်ဦးဦးမှာ မိမိ၏ တာဝန် ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန် ဝတ္တရားများနှင့် ပေါ်ပေါက်ပြီး၍ဖြစ်စေ ကျခံခဲ့ရသည့်စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ကြွေးမြီတာဝန်များအတွက် ကုမ္ပဏီထံမှ လျော်ကြေး ရထိုက်ခွင့်ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာတွင် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင်ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။

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အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့်အလျောက် ကျွန်ုပ်တို့၏အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကိုကုမ္ပဏီ၏မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန်သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသားမှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
1	Sumitomo Corporation Address: 8-11, Harumi 1-chome, Chuoku, Tokyo Represented by: **Mr. Takeshi Minoguchi** Residential address: 1-42-6-201, Funabashi, Setagaya-ku, Tokyo, Japan	Incorporated in Japan Co. Registration No: 0100-01-008692 Nationality: Japanese Passport No: TH4300537	2,640,000 shares	[signature]
2	Elite Matrix International Ltd Address: P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands Represented by: **Mr. Andrew Jonathan Rickards** Residential address: 100 Mau Po Village, Lung Ha Wan, Clear Water Bay Road, Hong Kong	Incorporated in BVI Co., Registration No. 1599481 Nationality: British Passport No: 761326191	880,000 shares	[signature]
3	First Myanmar Investment Co. Ltd Address: Levels 10-11, 380 Bogyoke Aung San Road, Pabedan Township, Yangon, Myanmar Represented by: **Mr. Pun Chi Tung Melvyn** Residential address: 14C, Block 1, Clovelly Court, 12 May Road, Mid Levels, Hong Kong	Incorporated in Myanmar Co. Registration No: 159/1992-1993 Nationality: Chinese (HK) Passport No: KJ0059848	880,000 shares	[signature]
	Total		4,400,000 shares	

ရန်ကုန်။ နေ့စွဲ၊ ၂၀၁၄ ခုနှစ်၊ 17 JUL 2014 (   ) ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ရှေ့မှောက်တွင်

လက်မှတ်ရေးထိုးကြပါသည်။

Thida Cho Win
Certified Public Accountant

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

Summit SPA Motors COMPANY LIMITED

✣ ✣ ✣ ✣ ✣ ✣ ✣

I. The name of the Company is Summit SPA Motors COMPANY LIMITED.

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorised capital of the Company is ~~Ks~~ US$ 10,000,000/- (~~Kyats~~ US$ Ten Million Only Only) divided into (10,000,000) shares of ~~Ks~~ US$ 1 /- (~~Kyats~~ US$ One Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

1. Carry on the Following Services either solely on its own or in joint-venture, with foreign or local partners-

    (A) Provide after-sales service to commercial vehicles in general;

    (B) Marketing and development of Hino brand in Myanmar;

    (C) Import, display, distribution (whole sales) and retail sales of brand new Hino trucks and buses and

    (D) Import of Hino brand spare parts, special tools and equipment to provide after-sales service."

2. To borrow money for the benefit of the Company's business from any person, film, company bank or financial organization in the manners that the Company shall think fit.

PROVISO – *Provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere, save in so far as it may be entitled so as to do in accordance with the laws, Orders and Notifications in force from time to time and then only subject to such permission and or approval as may be prescribed by the laws, Orders and Notifications of the Union of Myanmar for the time being in force.*

၂၀၁၅ ခုနှစ်၊ စက်တင်ဘာလ၊ ၄ ရက်နေ့တွင် တင်ပြခဲ့သော လုပ်ငန်းရည်ရွယ်ချက် ပြောင်းလဲခြင်းအား စာအမှတ် - ၇က-၁၀/၁/၂၀၁၅ (၁၈၀၅၆) ရက်စွဲ ၂၀၁၅၊ အောက်တိုဘာလ ၁ ရက်နေ့စွဲဖြင့် ခွင့်ပြုခဲ့ပြီးဖြစ်ပါသောကြောင့် ပြင်ဆင်ပြီး သင်းဖွဲ့မှတ်တမ်း (၂) စုံ အား ပြန်လည် ပေးပို့အပ်သည်။ ကုမ္ပဏီ၏ သင်းဖွဲ့မှတ်တမ်းနှင့် သင်းဖွဲ့စည်းမျဉ်းတွင်လည်း ပြင်ဆင်ပြီးဖြစ်ပါသည်။

In accordance with the application letter for changing intended business of the company dated on 4th September 2015, your office has permitted the amended in Memorandum of Association by the letter No.Yaka-10/1/2015 (18056) dated on 1st October 2015 . We have amended the Memorandum and Articles of Association of the Company and present (2) sets of Memorandum and Articles of Association for the Company, for your registration.

Takahiko Taniyama
Managing Director
Summit SPA Motors Ltd.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No.	Name, address and occupation of Subscribers	Nationality & NRC No.	Number of shares taken	Signatures
1	Sumitomo Corporation Address: 8-11, Harumi 1-chome, Chuoku, Tokyo Represented by: **Mr. Takeshi Minoguchi** Residential address: 1-42-6-201, Funabashi, Setagaya-ku, Tokyo, Japan	Incorporated in Japan Co. Registration No: 0100-01-008692 Nationality: Japanese Passport No: TH4300537	2,640,000 shares	[signature]
2	Elite Matrix International Ltd Address: P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands Represented by: **Mr. Andrew Jonathan Rickards** Residential address: 100 Mau Po Village, Lung Ha Wan, Clear Water Bay Road, Hong Kong	Incorporated in BVI Co., Registration No. 1599481 Nationality: British Passport No: 761326191	880,000 shares	[signature]
3	First Myanmar Investment Co. Ltd Address: Levels 10-11, 380 Bogyoke Aung San Road, Pabedan Township, Yangon, Myanmar Represented by: **Mr. Pun Chi Tung Melvyn** Residential address: 14C, Block 1, Clovelly Court, 12 May Road, Mid Levels, Hong Kong	Incorporated in Myanmar Co. Registration No: 159/1992-1993 Nationality: Chinese (HK) Passport No: KJ0059848	880,000 shares	[signature]
	Total		**4,400,000 shares**	

Yangon Dated: the Day of 17 JUL 2014 2014.

It is hereby certified that the persons mentioned above put their signatures in my presence.

[signature]

Thida Cho Win
Certified Public Accountant

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

Summit SPA Motors ~~COMPANY~~ LIMITED

✣ ✣ ✣ ✣ ✣ ✣ ✣

1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect: -

   (a) The mumber of the Company , exclusive of persons who are in the employment of the Company, shall be limited to fifty.

   (b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.

CAPITAL AND SHARES

3. The authorised capital of the Company is ~~Ks.~~ US$ 10,000,000/- (~~Kyats~~ US$ Ten Million Only) divided into (10,000,000) shares of ~~Ks.~~ US$ 1 /- (~~Kyats~~ US$ One Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost destroyed, it may be renewed on payment of such fee, if any, and on such terms, of any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognized by the Directors.

6. The Director may, from time to make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made upon him to the persons, and at the times and places appointed by the Directors. A call may be made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and not more than (10).

The First Directors shall be:-

(1) Mr. Takahiko taniyama
(2) Mr.Takeshi Minoguchi
(3) Mr.Iwao Tajiri
(4) Mr.Andrew Jonathan Rickards
(5) Mr.Pun Chi Tung Melvyn.

8. The Directors may from time to time appoint one of their body to the office of the Managing Directors for such terms and at such remuneration as they think fit and he shall fit and shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualification fo a Director shall be the holding of at least (   ) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the dispatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business, Unless otherwise determine, three Directors, with at least one Director appointed by each of the three members, shall form a quorum. Each Director shall be entitled to one vote. Expect for any BOD reserved matters specified in clause 5.7 of the Joint Venture Agreement between the parties, resolution of the Board of Directors shall require the affirmative vote of at least three (3) directors present at duly constituted meetings of the Board where a quorum is present. No one (including the chairman of the meeting) shall have a second casting vote

12. Any Director may at any time summon a meeting of Directors.

၂၀၁၅ ခုနှစ်၊ စက်တင်ဘာလ၊ ၄ ရက်နေ့တွင် တင်ပြခဲ့သော လုပ်ငန်းရည်ရွယ်ချက် ပြောင်းလဲခြင်းအား စာအမှတ် - ယက-၁၀/၁/၂၀၁၅ (၁၈၀၅၆) ရက်စွဲ ၂၀၁၅၊ အောက်တိုဘာလ ၁ ရက်နေ့စွဲဖြင့် ခွင့်ပြုခဲ့ပြီးဖြစ်ပါသောကြောင့် ပြင်ဆင်ပြီး သင်းဖွဲ့မှတ်တမ်း (၂) စုံ အား ပြန်လည် ပေးပို့အပ်သည်။ ကုမ္ပဏီ၏ သင်းဖွဲ့မှတ်တမ်းနှင့် သင်းဖွဲ့စည်းမျဉ်းတွင်လည်း ပြင်ဆင်ပြီးဖြစ်ပါသည်။

In accordance with the application letter for changing intended business of the company dated on 4th September 2015, your office has permitted the amended in Memorandum of Association by the letter No.Yaka-10/1/2015 (18056) dated on 1st October 2015 . We have amended the Memorandum and Articles of Association of the Company and present (2) sets of Memorandum and Articles of Association for the Company, for your registration.

Takahiro Taniyama
Managing Director
Summit SPA Motors Ltd.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15 A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-

(1) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;

(2) all sales and purchases of goods by the Company;

(3) all assets and liabilities of the Company.

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

❖ ❖ ❖ ❖

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No.	Name, address and occupation of Subscribers	Nationality & NRC No.	Number of shares taken	Signatures
1	Sumitomo Corporation Address: 8-11, Harumi 1-chome, Chuoku, Tokyo Represented by: **Mr. Takeshi Minoguchi** Residential address: 1-42-6-201, Funabashi, Setagaya-ku, Tokyo, Japan	Incorporated in Japan Co. Registration No: 0100-01-008692 Nationality: Japanese Passport No: TH4300537	2,640,000 shares	✓ [signature]
2	Elite Matrix International Ltd Address: P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands Represented by: **Mr. Andrew Jonathan Rickards** Residential address: 100 Mau Po Village, Lung Ha Wan, Clear Water Bay Road, Hong Kong	Incorporated in BVI Co., Registration No. 1599481 Nationality: British Passport No: 761326191	880,000 shares	✓ [signature]
3	First Myanmar Investment Co. Ltd Address: Levels 10-11, 380 Bogyoke Aung San Road, Pabedan Township, Yangon, Myanmar Represented by: **Mr. Pun Chi Tung Melvyn** Residential address: 14C, Block 1, Clovelly Court, 12 May Road, Mid Levels, Hong Kong	Incorporated in Myanmar Co. Registration No: 159/1992-1993 Nationality: Chinese (HK) Passport No: KJ0059848	880,000 shares	[signature]
	Total		4,400,000 shares	

Yangon Dated: the day of 17 JUL 2014, 2014.

It is hereby certified that the persons mentioned above put their signatures in my presence.

[signature]

Thida Cho Win
Certified Public Accountant &

SUMMIT SPA MOTORS LIMITED
(INCORPORATED IN THE REPUBLIC OF THE UNION OF MYANMAR)

FINANCIAL STATEMENTS

FOR THE YEAR ENDED 31 MARCH 2017

KHIN SU HTAY & ASSOCIATES LIMITED
CERTIFIED PUBLIC ACCOUNTANTS

SUMMIT SPA MOTORS LIMITED
(INCORPORATED IN THE REPUBLIC OF THE UNION OF MYANMAR)

FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 MARCH 2017

Contents

STATEMENT BY DIRECTORS

OF

SUMMIT SPA MOTORS LIMITED

FOR THE YEAR ENDED 31 MARCH 2017

We, being the Managing Director and the Director of **SUMMIT SPA MOTORS LIMITED,** do hereby state that, in the opinion of the Directors:

(1) the accompanying financial statements are drawn up in accordance with Myanmar Financial Reporting Standards (MFRS) and the provisions of Myanmar Companies Act so as to give a true and fair view of the state of affairs of the Company as at 31 March 2017 and of the results, changes in equity and cash flows of the Company for the year then ended; and

(2) at the date of this Statement there are reasonable grounds to believe that the Company will be able to pay its debts as and when they fall due.

(3) the Statement of Financial Position and the Statement of Comprehensive Income were signed by us as authentication.

The Board of Directors has, on the date of this Statement, authorised these financial statements for issue.

On behalf of the Board of Directors

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Managing Director   Director

Iwao Tajiri
Managing Director
Summit SPA Motors Ltd.

Summit SPA Motors Ltd.
Date 19.06.2017
Myanmar

Yangon,

Date: 19. 06. 2017

AUDITORS' REPORT TO THE MEMBERS

OF

SUMMIT SPA MOTORS LIMITED

FOR THE YEAR ENDED 31 MARCH 2017

We have audited the financial statements of **SUMMIT SPA MOTORS LIMITED ("the Company")**, which comprise the Statement of financial position of the Company as at 31 March 2017, the statement of comprehensive income, statement of changes in equity and statement of cash flows of the Company for the year then ended, and a summary of significant accounting policies and other explanatory notes, as set out on pages 8 to 17.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Myanmar Financial Reporting Standards (MFRS) and the provisions of Myanmar Companies Act ("the Act"), and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Myanmar Standards on Auditing. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessment, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements of the Company are properly drawn up in accordance with the provisions of Myanmar Companies Act ("the Act") and International Financial Reporting Standards and so as to give a true and fair view of the state of affairs of the Company as at 31 March 2017 and the results, changes in equity and cash flows of the Company for the year then ended.

Report on Myanmar Companies Act requirements

Further to our above opinion we report as follows:

(a) the accounting and other records required by the Act to be kept by the Company have been properly kept in accordance with the provisions of Section 130 of the Act.

(b) in accordance with the provisions of Section 145 (1) and (2):
-we have obtained all the information and explanations we have required; and
-the financial statements are drawn up in conformity with the provisions of the Act.

(c) the Statement of Financial Position and Statement of Comprehensive Income were signed by the Managing Director and the Director as authentication.

Khin Su Htay & Associates Limited KSHAL

Than Tint
CPA (PA-103)
Managing Director
KHIN SU HTAY & ASSOCIATES LIMITED

Yangon,
Date: 19 JUN 2017

SUMMIT SPA MOTORS LIMITED

(INCORPORATED IN THE REPUBLIC OF THE UNION OF MYANMAR)

STATEMENT OF FINANCIAL POSITION AS AT 31 MARCH 2017

	Notes	31-Mar-17 Kyats	31-Mar-16 Kyats
Non Current Assets			
Property, Plant & Equipment (at cost less accumulated depreciation)	9	2,800,199,786.46	3,212,751,132.19
Current Assets			
Inventories	10	2,172,284,933.53	84,612,688.59
Trade Receivable	11	5,851,863.41	8,712,060.00
Deposit, Advance and Prepayment	12	309,124,843.30	268,123,312.70
Advance Tax	13	102,959,866.44	716,421.12
Amount Due from Related Parties	14	12,440,982.27	1,201,300.00
Cash and Cash Equivalents	15	469,763,071.81	84,898,731.24
		3,072,425,560.76	**448,264,513.65**
Current Liabilities			
Other Payable, Accruals and Advance Receipt	16	259,625,544.33	69,697,415.48
Commercial Tax Payable	17	2,285,891.57	3,093,084.73
Provision for Capital Gain Tax		67,409.72	67,409.72
Amount Due to Related Parties	18	61,980,056.00	77,639,994.00
Amount Due to Related Companies	19	1,796,021,581.33	93,740,846.87
Short-term Loan	20	2,838,667,561.64	1,127,380,931.51
		4,958,648,044.59	**1,371,619,682.31**
Net Current Assets		**(1,886,222,483.83)**	**(923,355,168.66)**
Net Assets		**913,977,302.63**	**2,289,395,963.53**
Represented by:			
Capital			
Authorized Capital 10,000,000 Shares of USD 1/-each		**USD 10,000,000**	**USD 10,000,000**
Issued, Subscribed & Paid up Capital (4,400,000 Shares of USD 1/- each)	21	4,272,400,000.00	4,272,400,000.00
Retained earnings carried forward		(3,358,422,697.37)	(1,983,004,036.47)
		913,977,302.63	2,289,395,963.53

....
Managing Director
Iwao Tajiri
Managing Director
Summit SPA Motors Ltd.

Yangon,
Date:

....
Director

Summit SPA Motors Ltd.
Date 19.06.2017

SUMMIT SPA MOTORS LIMITED

(INCORPORATED IN THE REPUBLIC OF THE UNION OF MYANMAR)

STATEMENT OF COMPREHENSIVE INCOME

FOR THE YEAR ENDED 31 MARCH 2017

	Notes	31-Mar-17 Kyats	31-Mar-16 Kyats
Revenue	4	332,764,051.04	169,395,305.65
Cost of sales	5	(115,832,153.15)	(31,705,449.04)
Gross profit		**216,931,897.89**	**137,689,856.61**
Other operating income	6	251,733,895.00	4,272,440.00
Selling and distribution costs	7	(22,289,396.24)	(206,656,092.25)
Administrative expenses	8	(1,581,169,185.39)	(1,304,350,933.14)
Write-off		(309,601.80)	(496,785.83)
Operating Profit/(Loss)		**(1,135,102,390.54)**	**(1,369,541,514.61)**
Interest Income		850,215.89	46,109.34
Finance Cost		(218,212,467.12)	(83,864,712.31)
Gain on Disposal of FixedAssets		-	612,815.67
Capital Gain Tax		-	(67,409.72)
Exchange gain/(loss)		(22,954,019.13)	1,311,294.30
Comprehensive loss for the year		**(1,375,418,660.90)**	**(1,451,503,417.33)**

Managing Director
Iwao Tajiri
Managing Director
Summit SPA Motors Ltd.

Director

Summit SPA Motors Ltd. Date 19.06.2017 Myanmar

Yangon,

Date: 19.06.2017

The annexed accounting policies and explanatory notes form an integral part of the financial statements

SUMMIT SPA MOTORS LIMITED

(INCORPORATED IN THE REPUBLIC OF THE UNION OF MYANMAR)

STATEMENT OF CHANGES IN EQUITY

FOR THE YEAR ENDED 31 MARCH 2017

	SHARE CAPITAL	RETAINED EARNINGS	Kyats TOTAL
As at 01 April 2015	4,272,400,000.00	(531,500,619.14)	3,740,899,380.86
Net loss for the year	-	(1,451,503,417.33)	(1,451,503,417.33)
As at 31 March 2016	**4,272,400,000.00**	**(1,983,004,036.47)**	**2,289,395,963.53**
As at 1 April 2016	4,272,400,000.00	(1,983,004,036.47)	2,289,395,963.53
Net loss for the year	-	(1,375,418,660.90)	(1,375,418,660.90)
As at 31 March 2017	**4,272,400,000.00**	**(3,358,422,697.37)**	**913,977,302.63**

SUMMIT SPA MOTORS LIMITED

(INCORPORATED IN THE REPUBLIC OF THE UNION OF MYANMAR)

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED 31 MARCH 2017

		31-Mar-17 Kyats	31-Mar-16 Kyats
Cash flows from operating activites			
Net profit/(loss) before taxation and extraordinary item		(1,157,206,193.78)	(1,368,184,110.97)
Adjustments for:			
Depreciation		429,735,477.91	404,878,646.36
Write-off		283,833.56	496,785.83
Capital gain tax		-	(67,409.72)
Operating profit/(loss) before working capital changes		(727,186,882.31)	(962,876,088.50)
(Increase)/Decrease in inventories		(2,087,672,244.94)	(68,446,559.40)
(Increase)/Decrease in trade & other receivables		(151,624,461.60)	2,198,139,217.90
Increase/(Decrease) in trade & other payables		3,587,028,362.28	1,084,345,789.95
Cash generated from/(used in) operations		620,544,773.43	2,251,162,359.95
Finance Cost		(218,212,467.12)	(83,864,712.31)
Net cash from operating activities	A	402,332,306.31	2,167,297,647.64
Cash flows from investing activities			
Purchase of fixed assets		(17,467,965.74)	(3,375,191,897.94)
Proceed from sales of fixed assets		-	14,269,399.00
Adjustment		-	20,000.00
Net cash used in investing activities	B	(17,467,965.74)	(3,360,902,498.94)
Cash flows from financing activities			
Issue of Share Capital		-	-
Net cash provided in financing activities	C	-	-
Net increase/(decrease) in cash and cash equivalents	A+B+C	384,864,340.57	(1,193,604,851.30)
Cash and cash equivalents at beginning of the year		84,898,731.24	1,278,503,582.54
Cash and cash equivalents at end of the year		469,763,071.81	84,898,731.24

These notes form an integral part of the accompanying financial statements.

The financial statements were authorised for issue by the Board of Directors.

1. General Information

Summit SPA Motors Limited is domiciled and incorporated in the Republic of the Union of Myanmar with its registered office at FMI Centre, level 10-11, 380, Bogyoke Aung San Road, Pabedan Township, Yangon, Myanmar under Form of Permit No.454 FC/2014-2015 dated 1 August 2014 and Certificate of Incorporation No. 454 FC of 2014-2015 dated 1 August 2014 of The Government of The Union of Myanmar, Ministry of National Planning and Economic Development.

The Company is permitted in the Republic of the Union of Myanmar with its located show room at No. (G-1/B-2), Yangon-Mandalay Road, Thakhin Phoe Hla Gyi Street & Sanpya Street, Industrial Zone (1), Pyigyi Tagon Township, Mandalay Region, Myanmar under Permit To Open Show Room and Import For Sale Of New Motor Vehicles Serial No. 9/2016 of Motor Vehicle Importing Supervisory Committee and is valid up to 24th May 2017.

The Company is principally engaged in technology and advisory services for Hino brand truck, bus and provision of spare parts.

2. Basis of preparation

2.1 Statement of compliance

The financial statements are prepared in compliance with the provisions of Myanmar Companies Act and the Myanmar Financial Reporting Standards (MFRS).

2.2 Basis of measurement

The financial statements have been prepared on the historical cost basis.

2.3 Use of estimates and judgements

The preparation of financial statements in conformity with Myanmar Financial Reporting Standards (MFRS) requires management to make judgements, estimates and assumptions that affect the application of accounting policies and the reported amounts of assets, liabilities, income and expenses. Actual results may differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognised in the period in which the estimate is revised and in any future periods affected.

There are no accounting estimates and judgement made by the management that has significant effect on the financial statements.

3. Significant accounting policies

3.1 Functional and Presentation Currency

The financial statements are presented in Myanmar Kyats, which is the Company's reporting currency of statutory accounts. The Company determined to treat Myanmar Kyats as the functional currency of the Company.

Transactions in foreign currencies during the accounting period are translated into Kyats at the group exchange rate.

All monetary assets and liabilities denominated in US$ outstanding at balance sheet date are translated into Kyats at the exchange rate of K 1,357 per US$ 1.

Currency translation differences resulting from the translation of monetary assets and liabilities denominated in US Dollars are recognized in the Statement of Comprehensive Income.

3.2 Revenue Recognition

Revenue from services was recognized when the services are rendered.

Revenue from spare parts was recognized when the spare parts are delivered.

3.3 Impairment of financial assets

The Company assesses at each balance sheet date whether there is objective evidence that a financial asset or group of financial assets is impaired. A financial asset is impaired and impairment losses are incurred if, and only if, there is objective evidence of impairment as a result of one or more events that occurred after the initial recognition of the asset (a "loss event") and that loss event (or events) has an impact on the estimated future cash flows of the financial assets or group of financial assets that can be reliably estimated.

3.4 Property, Plant and Equipment

Property, Plant and Equipment are stated at cost less accumulated depreciation. Depreciation is provided on a straight line basis starting from the month of purchase of each item of PPE using the following Company's depreciation policy.

	Useful Life
Building	10 years
Machinery	10 years
Office Equipment	5 years
Furniture & Fittings	5 years
Tools and Equipment	10, 5 & 3 years
Workshop Equipment	5 years
Computer	3 years
Motor Vehicles	5 years

Depreciation of an asset begins when it is available for use and ceases at the earlier of the date that the asset is classified as held for sale and the date that the asset is de-recognized.

De-recognition

An item of property, plant and equipment is de-recognized upon disposal or when no future economic benefits are expected from its use or disposal.

The gain or loss on disposal of an item of property, plant and equipment is determined by comparing the proceeds from disposal with the carrying amount of the property, plant and equipment, and is recognized net within other income/other expenses in the Statement of Comprehensive Income. When revalued assets are sold, the amounts included in the revaluation surplus reserve are transferred to retained earnings.

3.5 Inventories

Inventories are stated at the lower of cost and net realisable value. Cost includes where relevant, appropriate proportion of overheads after providing for all items considered obsolete or slow moving. Net realisable value is the estimated selling price in the ordinary course of business, less estimated cost of completion and selling expenses.

3.6 Trade and other receivables

Trade and other accounts receivable are stated at the invoice value less allowance for doubtful debts.

The allowance for doubtful debts is assessed primarily on analysis of payment historical and future expectations of customer payments. Bad debts are written off when incurred.

3.7 Trade and other payables

Trade and other accounts payable are stated at cost.

3.8 Corporate tax expense

Corporate tax expense is determined on the accounting profit for the year.

3.9 Share capital

Ordinary shares are classified as equity.

3.10 Related party

A party is related to an entity if;

(a) Directly, or indirectly through one or more intermediaries, the party:
  (1) Controls, is controlled by, or is under common control with, the entity (this includes parents, subsidiaries and fellow subsidiaries);
  (2) Has an interest in the entity that gives it significant influence over the entity ; or
  (3) Has joint control over the entity;

(b) The party is an associate of the entity;
(c) The party is a joint venture in which the entity is a venture;
(d) The party is a member of key management personnel of the entity or its parents;
(e) The party is a close member of the family of any individual referred to in (a) or (d);
(f) The party is an entity that is controlled, jointly controlled or significantly influenced by, or for which significant voting power in such entity resides, directly or indirectly, with any individual referred to in (d) or (e); or
(g) The party is a post-employment benefit plan for the benefit of employees of the entity, or of any entity that is a related party of the entity.

4. Revenue (Kyats 332,764,051.04)

Revenue represents net sales, excluded commercial tax. Details are shown as follows:

	31 March 2017 Kyats	31 March 2016 Kyats
Labour income	63,562,706.00	47,324,373.67
Commission Income	186,359,893.23	87,486,860.50
Sublet Repair Income (from Sub contract)	8,822,700.00	3,550,200.24
Spare Parts Sale	74,018,751.81	31,033,871.24
Total	332,764,051.04	69,395,305.65

5. Cost of Goods Sold (Kyats 115,832,153.15)

Details are shown as follows:

	31 March 2017 Kyats	31 March 2016 Kyats
Service Labour	10,312,382.82	6,926,188.29
Sublet Repair (from Sub contract)	6,272,000.00	2,302,500.00
Spare Parts	63,436,033.91	22,476,760.75
Written down Inventory	35,811,736.42	-
Total	**115,832,153.15**	**31,705,449.04**

6. Other Income (Kyats 251,733,895.00)

Details are shown as follows:

	31 March 2017 Kyats	31 March 2016 Kyats
Labor camp rental fee	-	800,000.00
Temporary Outlet Rental Fees	3,240,000.00	3,240,000.00
Other Operating Income	248,493,895.00	232,440.00
Total	**251,733,895.00**	**4,040,000.00**

7. Selling and Distribution Costs (Kyats 22,289,396.24)

Details are shown as follows:

	31 March 2017 Kyats	31 March 2016 Kyats
Advertisement	714,500.00	632,400.00
Exhibition costs	12,789,786.00	58,577,769.40
Marketing expenses	6,134,508.24	10,769,085.10
Signboard	2,650,602.00	136,676,837.75
Total	**22,289,396.24**	**206,656,092.25**

8. Administrative Expenses (Kyats 1,581,169,185.39)

Details are shown as follows:

	31 March 2017 Kyats	31 March 2016 Kyats
Salaries	534,579,429.86	396,331,755.24
Depreciation	429,735,477.91	404,878,646.36
Audit Fees	5,187,200.00	2,586,077.16
Bank Charges	3,028,187.96	1,995,669.93
Cleaning Expenses	2,846,995.00	3,640,790.00
Donation	175,000.00	3,460,710.67
Entertainment	2,155,561.00	2,502,063.00
General expenses	353,650.30	1,779,213.25
Gift & Condolences	687,993.56	683,550.00
Insurance	3,289,248.20	4,368,446.59
Land Lease	222,375,000.00	204,750,000.00
License fee	1,547,300.00	2,773,000.00
Medical fee	40,500.00	40,400.00
Newspaper and Periodical	391,850.00	310,850.00
Penalties	-	144,411.33
Petrol fees	19,217,615.08	15,396,218.34
Postage & Courier Charges	1,314,485.00	9,035,001.80
Printing & Stationery	5,017,367.60	8,688,848.00
Professional Fees	3,812,000.00	2,025,000.00
Refreshment	4,437,700.00	3,063,820.00
Registration Fee	1,306,480.00	2,974,900.00
Rental	168,719,568.53	117,717,600.00
Security Fees	10,560,000.00	9,480,000.00
Seminar Fees	456,000.00	248,000.00
Stamp Duty	11,285,568.72	540,000.00
Subcription Fees	3,585,350.00	1,350,180.00
Telecommunication expenses	17,309,587.79	22,011,542.00
Transport & Travelling expenses	74,380,643.60	36,036,865.25
Repair & Maintenance	27,752,189.46	24,643,151.22
Utilities	15,335,030.00	14,783,250.00
Corporate Secretary Fees	8,553,941.16	23,473.00
Tendar Expenses	186,000.00	-
Agent Commissins Fees	1,546,265.00	287,500.00
Total	**1,581,169,185.39**	**1,304,350,933.14**

9. Property, Plant and Equipment

Property, Plant and Equipment are stated at cost less accumulated depreciation. Details are shown as follows:

(Kyats)

	Building	Machinery	Office Equipment	Furniture & Fittings	Tools and Equipment	Workshop Equipment	Computer	Motor Vehicles	Total
Costs									
At 01 April 2016	3,095,840,425.32	40,000,000.00	93,633,078.28	21,503,507.50	141,843,142.35	75,349,272.73	121,726,028.63	65,424,552.03	3,655,320,006.84
Additional	-	-	2,886,500.00	2,565,900.00	5,644,065.74	750,000.00	4,621,500.00	1,000,000.00	17,467,965.74
Write-off	-	-	(146,500.00)	-	(863,222.72)	(214,700.00)	(20,000.00)	-	(1,244,422.72)
At 31 March 2017	**3,095,840,425.32**	**40,000,000.00**	**96,373,078.28**	**24,069,407.50**	**146,623,985.37**	**75,884,572.73**	**126,327,528.63**	**66,424,552.03**	**3,671,543,549.86**
Accumulated Dep:									
At 01 April 2016	288,533,905.56	5,666,666.66	22,926,724.19	4,889,922.42	28,876,849.91	20,256,195.30	44,735,191.34	26,683,419.27	442,568,874.65
Dep: for the year	309,584,042.52	3,999,999.96	20,490,604.82	4,717,739.91	20,630,645.67	16,091,195.16	40,861,339.47	13,359,910.40	429,735,477.91
Write-off	-	-	(78,133.34)	-	(770,366.61)	(99,866.98)	(12,222.23)	-	(960,589.16)
At 31 March 2017	**598,117,948.08**	**9,666,666.62**	**43,339,195.67**	**9,607,662.33**	**48,737,128.97**	**36,247,523.48**	**85,584,308.58**	**40,043,329.67**	**871,343,763.40**
Net Book Value									
At 31 March 2017	**2,497,722,477.24**	**30,333,333.38**	**53,033,882.61**	**4,461,745.17**	**97,886,856.40**	**39,637,049.25**	**40,743,220.05**	**26,381,222.36**	**2,800,199,786.46**
At 31 March 2016	**2,807,306,519.76**	**34,333,333.34**	**70,706,354.09**	**16,613,585.08**	**112,966,292.44**	**55,093,077.43**	**76,990,837.29**	**38,741,132.76**	**3,212,751,132.19**

10. Inventories

Descriptions	31 March 2017 Kyats	31 March 2016 Kyats
Hino Spare Parts – YGN	43,531,649.06	82,415,133.63
Hino Spare Parts – MDY	1,658,557.64	2,197,554.96
Vehicles - YGN	2,127,094,726.83	-
Total	**2,172,284,933.53**	**84,612,688.59**

11. Trade Receivable

Descriptions	31 March 2017 Kyats	31 March 2016 Kyats
KOSPA	4,804,173.41	4,009,900.00
SRT Myanmar	629,790.00	4,702,160.00
Geo Asia Mining & Construction	417,900.00	
Total	**5,851,863.41**	**8,712,060.00**

12. Deposit, Advance and Prepayments

Descriptions	31 March 2017 Kyats	31 March 2016 Kyats
Deposit		
Telenor Phone's 5pcs	-	450,000.00
Apartment Rental	879,000.00	
Advance Payment		
Advertising	-	1,653,600.00
Office Rental	36,450,000.00	3,150,000.00
Other Receivable		
West Bank Trading Co., Ltd.	-	34,536,342.26
Interest Receivable (BTMU)	799,283.63	-
Ko Myint Tun	-	129,000.00
Hnin Latt Zaw	290,000.00	-
Prepayments		
Stamp Duty	2,418,754.28	-
Mingalardon site Land rental fee	213,562,500.00	201,937,500.00
Phone Card	279,182.97	299,317.00
Diesel	440,668.66	9,513.15
Advertising	10,912,999.87	7,858,793.90
Apartment Rental Fees	37,551,434.47	400,000.00
Uniform	804,974.96	4,008,349.99
Insurance	1,719,794.46	1,802,019.66
Loan Interest	-	11,888,876.74
Subscription fee	1,666,750.00	-
Logistics	28,3750.00	-
Others	1,065,750.00	-
Total	**309,124,843.30**	**268,123,312.70**

13. Advance Tax

Details are as follows:

Descriptions	31 March 2017 Kyats	31 March 2016 Kyats
Commercial Tax	74,442,239.64	716,421.12
Corporate Tax	28,517,626.80	-
	102,959,866.44	**716,421.12**

14. Amount Due from Related Parties

Descriptions	31 March 2017 Kyats	31 March 2016 Kyats
Yoma Fleet Ltd.	944,370.00	1,201,300.00
MMPL	11,496,612.27	-
	12,440,982.27	**1,201,300.00**

15. Cash and Cash Equivalents

Cash and cash equivalents comprise cash in hand and bank balances as at 31 March 2017.

Details are as follows:

	31 March 2017 Kyats	31 March 2016 Kyats
Cash in Hand	25,657,490.18	30,568,298.00
Cash at Bank	444,105,581.63	54,330,433.24
	469,763,071.81	**84,898,731.24**

16. Other Payables, Accruals and Advance Receipt

Descriptions	31 March 2017 Kyats	31 March 2016 Kyats
Other Payables		
KDDI Myanmar Co., Ltd.	-	8,152,207.85
Convenience Prosperity Co., Ltd.	71,047,326.00	39,095,668.00
Others	-	3,176,416.69
Accruals		
Employee Bonus	22,396,268.33	13,571,250.00
Audit Fee	3,063,200.00	2,586,077.16
Salary	8,142,000.00	-
Advance Receipts		
Deferred income	-	3,115,795.78
Advance Receipt from customers	154,973,600.00	-
Advance Receipt-Others	3,150.00	-
Total	259,625,544.33	69,697,415.48

17. Commercial Tax Payable

Details are as follows:

Descriptions	31 March 2017 Kyats	31 March 2016 Kyats
Opening balance	3,093,084.73	-
Provision during the year	10,192,806.84	9,093,084.73
Advance payment during the year	(11,000,000.00)	(6,000,000.00)
Closing balance	**2,285,891.57**	**3,093,084.73**

18. Amount Due to Related Parties

Descriptions	31 March 2017 Kyats	31 March 2016 Kyats
Successful Goal Trading Co., Ltd.	-	72,530,765.00
SPA Myanmar Ltd.	210,056.00	5,109,229.00
West Bank Trading Co., Ltd	61,770,000.00	-
Total	**61,980,056.00**	**77,639,994.00**

19. Amount Due to Related Companies

Descriptions	31 March 2017 Kyats	31 March 2016 Kyats
Sumitomo Corporation	1,796,021,581.33	93,740,846.87
	1,796,021,581.33	**93,740,846.87**

20. Short-term Loan

Details are as follows:

Descriptions	31 March 2017 Kyats	31 March 2016 Kyats
Short-term Loan- BTMU	2,083,164,821.91	1,127,380,931.51
Short-term Loan- BKK	755,502,739.73	-
	2,838,667,561.64	**1,127,380,931.51**

It represents the short-term loan payable to Bank of Toyo-Mitsubishi UFJ (BTMU) and Bangkok Bank Public Company Limited (BKK), Yangon Branch. These loans are guaranteed by the Company's shareholder.

21. Share Capital

	US$	Equ:Kyats
Authorized Capital(10,000,000shares)	10,000,000.00	
Issued, Subscribed and Paid up Capital (4,400,000 shares)		
Sumitomo Corporation (2,640,000 shares)	2,640,000.00	2,563,440,000.00
Elite Matrix International Co., Ltd. (880,000 shares)	880,000.00	854,480,000.00
Yoma Nominee Ltd. (880,000 shares)	880,000.00	854,480,000.00
	4,400,000.00	**4,272,400,000.00**

22. Financial risk management

Risk management is integral to the whole business of the Company. The main risks arising from the Company's financial instruments are credit risk, market risk and liquidity risk. The management shall review and agree policies for managing each of these risks to ensure that an appropriate balance between risk and control is achieved.

23. Number of Employees

	31 March 2017	31 March 2016
Number of employees as at 31 March	60	40

24. Comparative Figures

Certain figures of balance sheet items of the year ended 31 March 2016 were reclassified to conform with the current year presentation and shown in the financial statements to facilitate comparison.

MUFG

2nd Floor, Union Financial Centre,
Corner of Maharbandoola Road and Thein Phyu Road, Bohtataung Township,
Yangon 11121, Republic of the Union of Myanmar
T: +95-1-861-0371
F: +95-1-861-0384/0385
SWIFT CODE: BOTKMMMY

STATEMENT OF ACCOUNT

SUMMIT SPA MOTORS LIMITED
PLOT 8,WARD (505),YAY TALA POUNG
VILLAGE,TRUNK ROAD 3
HLEGU TSP, YANGON, MYANMAR.

Account Number : 1001787
Account Type : Current Account / Overdraft
Currency : US Dollar
Statement Date : 30 APR 2018

From Date : 31 MAR 2018
To Date : 30 APR 2018

Balance Brought Forward : 25,965.73

BOOKING DATE	REFERENCE	DESCRIPTION	VALUE DATE	DEBIT	CREDIT	CLOSING BALANCE
06 APR 2018	FT18096HYD3T	Outward Telex-Swift Charges	06 APR 2018	50.00		25,915.73
06 APR 2018	FT18096HYD3T	Outward Telex Payment	06 APR 2018	672.90		25,242.83
09 APR 2018	LD1809659245	Loan Drawdown	09 APR 2018		300,000.00	325,242.83
09 APR 2018	FT18099X9Q00	Outward Telex-Swift Charges	09 APR 2018	300.00		324,942.83
09 APR 2018	FT18099X9Q00	Outward Telex Payment	09 APR 2018	248,950.00		75,992.83
APR 2018	FT18100YS83H	Transfer Debit	10 APR 2018	23.42		75,969.41
11 APR 2018	FT18101D5RTP	Transfer Debit	11 APR 2018	23.34		75,946.07
26 APR 2018	FT18116WVPQZ	Outward Telex Payment	26 APR 2018	2,000.00		73,946.07
26 APR 2018	FT18116FBNZL	Outward Telex-Swift Charges	26 APR 2018	50.00		73,896.07
26 APR 2018	FT18116FBNZL	Outward Telex Payment	26 APR 2018	8,500.00		65,396.07
26 APR 2018	FT18116QLJXF	Outward Telex-Swift Charges	26 APR 2018	50.00		65,346.07

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STATEMENT OF ACCOUNT

SUMMIT SPA MOTORS LIMITED
PLOT 8,WARD (505),YAY TALA POUNG
VILLAGE,TRUNK ROAD 3
HLEGU TSP, YANGON, MYANMAR.

Account Number : 1001787
Account Type : Current Account / Overdraft
Currency : US Dollar
Statement Date : 30 APR 2018

From Date : 31 MAR 2018
To Date : 30 APR 2018

BOOKING DATE	REFERENCE	DESCRIPTION	VALUE DATE	DEBIT	CREDIT	CLOSING BALANCE
26 APR 2018	FT18116QLJXF	Outward Telex Payment	26 APR 2018	3,000.00		62,346.07
30 APR 2018	FT18120CGJ2S	Transfer Debit	30 APR 2018	22.92		62,323.15

Total Debits : -263,642.58
Total Credits : 300,000.00
Closing Balance : 62,323.15

MUFG

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SWIFT CODE: BOTKMMMY

STATEMENT OF ACCOUNT

SUMMIT SPA MOTORS LIMITED
PLOT 8,WARD (505),YAY TALA POUNG
VILLAGE,TRUNK ROAD 3
HLEGU TSP, YANGON, MYANMAR.

Account Number : 1001795
Account Type : Current Account / Overdraft
Currency : Myanmar Kyat
Statement Date : 30 APR 2018
Page : Page 1 of 1
From Date : 31 MAR 2018
To Date : 30 APR 2018

Balance Brought Forward : 151,068,204.36

BOOKING DATE	REFERENCE	DESCRIPTION	VALUE DATE	DEBIT	CREDIT	CLOSING BALANCE
02 APR 2018	FT18092JFY7M	Transfer Debit	02 APR 2018	5,000.00		151,063,204.36
05 APR 2018	FT18095WK5F3	Transfer Debit	05 APR 2018	5,000.00		151,058,204.36
27 APR 2018	TT1811772T53	Cash Deposit	27 APR 2018		6,000,000.00	157,058,204.36
30 APR 2018	LD1805205024	Reimbursement of Interest	30 APR 2018	6,410,958.90		150,647,245.46
30 APR 2018	FT18120B4T9B	Transfer Debit	30 APR 2018	5,000.00		150,642,245.46

Total Debits : -6,425,958.90
Total Credits : 6,000,000.00
Closing Balance : 150,642,245.46

IN CASE OF ERROR OR OMISSION IN THIS STATEMENT PLEASE NOTIFY THE BANK WITHIN 7 DAYS FROM RECEIPT. OTHERWISE THIS ACCOUNT SHALL BE CONSIDERED AS CORRECT.
PLEASE KEEP THIS STATEMENT FOR FUTURE REFERENCE AND INFORM US AT ONCE WHEN YOUR ADDRESS IS CHANGED.
PLEASE QUOTE ABOVE REFERENCE NUMBER IN FULL IN ALL QUERIES OR CORRESPONDENCE IN THIS REGARDS.

THIS IS COMPUTER GENERATED AND DOES NOT REQUIRE A SIGNATURE.

NO.53,6 STOREYOFFICE BLD,COR OF MERCHANT RD &
BO SON PAT ST,PABEDAN TSP,YANGON
Ph: (01)2307150-54,
Fax: (01)384380

ACCOUNT NO. : 20610906003894901 (USD)
NAME : SUMMIT SPA MOTORS LTD.
NRC : , 82702808, TR9701803,
ADDRESS : PLOT 8,WARD (505), , YAY TALA POUNG VILLAGE,TRUCK LOAD 3, HLEGU
PHONE :

Date : 01 May, 2018

Statement Of Transaction For The Date Between 01/04/2018 and 30/04/2018

Date_Time	Description	Debit	Credit	Balance
01/04/2018	Opening Balance - - - - - -			18,424.01
03/04/2018	To Transfer - A/C Transfer - - - CHARGES FOR OR-206FTOG180870002 @ 105.7400 - - - -	23.64		18,400.37
11/04/2018	By Transfer - A/C Transfer - KMY-2 05710905702865801 TO 05710905702865801,PYAE PHYO LIN - - - - - -		23,400.00	41,800.37
18/04/2018	To Transfer - Total Outgoing Amount - - - TOTAL OUTGOING AMOUNT FOR OR 1804OCBCSGOR1012@1326 - - - -	79.42		41,720.95
18/04/2018	To Transfer - Outward Remittance Charges - - - OUTWARD REMITTANCE CHGS FOR OR 1804OCBCSGOR1012@1326 - - - -	25.00		41,695.95
18/04/2018	To Transfer - Swift Charges for Outward Remittance - - - SWIFT CHGS FOR OR 1804OCBCSGOR1012@1326 - - - -	2.00		41,693.95
18/04/2018	To Transfer - A/C Transfer - - - CORRESPONDENT BANK CHGS FOR OR 1804OCBCSGOR1012@1326 - - - -	71.10		41,622.85
24/04/2018	To Transfer - Cheque Transfer - 00192817 - - 262 TR TO NANDAR WIN AUNG - - - -	30,000.00		11,622.85
24/04/2018	To Transfer - A/C Transfer - - - 262 TR TO CHARGES FC TO MMK - - - -	2.00		11,620.85
25/04/2018	To Transfer - CHEQUE TRANSFER - 00192818 NUA-2,TR FROM SUMMIT SPA MOTORS LTD. 20610906003894901 TO MR.NAOKI SAKAMURA(OFFICIAL) 20610820601623302 - - - - - -	4,000.00		7,620.85
25/04/2018	To Transfer - CUSTOMER TRANSFER CHARGE - 00192818 NUA-2,TR FROM SUMMIT SPA MOTORS LTD. 20610906003894901 TO MR.NAOKI SAKAMURA(OFFICIAL) 20610820601623302 - - - - - -	2.00		7,618.85
25/04/2018	CHEQUE WITHDRAWAL BY CASH - 00192820 232-MA NANDAR WIN AUNG,09420313847 - - - - - -	5,000.00		2,618.85
25/04/2018	To Transfer - CHEQUE TRANSFER - 00192819 NUA-2,TR FROM SUMMIT SPA MOTORS LTD.20610906003894901 TO SHUHEI MATSUURA(SC) 20610820601243701 - - - - - -	1,000.00		1,618.85
25/04/2018	To Transfer - CUSTOMER TRANSFER CHARGE - 00192819 NUA-2,TR FROM SUMMIT SPA MOTORS LTD.20610906003894901 TO SHUHEI MATSUURA(SC) 20610820601243701 - - - - - -	2.00		1,616.85
27/04/2018	By Transfer - A/C Transfer - - - - MYANMAR KINAN COMPANY LIMITED - CO-OPERATIVE BANK LIMITED (PUBLIC B - INVOICE NO:INV-SSM/180401 - FT18116KPLSF		79,000.00	80,616.85
27/04/2018	To Transfer - Inward Remittance Charges - - - - MYANMAR KINAN COMPANY LIMITED - CO-OPERATIVE BANK LIMITED (PUBLIC B - INVOICE NO:INV-SSM/180401 - FT18116KPLSF	10.00		80,606.85
27/04/2018	By Transfer - A/C Transfer - YGN(92) DAW MYINT KALAYAR THIN - - - - - -		51,600.00	132,206.85
30/04/2018	Closing Balance			132,206.85

No. of Debit	: 13	Debit Total	40,217.16
No. of Credit	: 3	Credit Total	154,000.00

Thank You For Banking With **INTERNATIONAL BANKING DIVISION**

Please report any discrepancies found on your statement immediately.

N.B – Statement will not be sent unless there is a change of transaction.

NO.53,6 STOREYOFFICE BLD,COR OF MERCHANT RD &
BO SON PAT ST,PABEDAN TSP,YANGON
Ph: (01)2307150-54,
Fax: (01)384380

ACCOUNT NO. : 20610306003894901 (MMK)
NAME : SUMMIT SPA MOTORS LTD.
NRC : , 82702808, TR9701803,
ADDRESS : PLOT 8,WARD (505), , YAY TALA POUNG VILLAGE,TRUCK LOAD 3, HLEGU
PHONE :

Date : 01 May, 2018

Statement Of Transaction For The Date Between 01/04/2018 and 30/04/2018

Date_Time	Description	Debit	Credit	Balance
01/04/2018	Opening Balance - - - - - -			25,532,623.10
06/04/2018	By Transfer - Deposit Cash transaction - NAW ZAR KHINE-277 - - - - - -		1,367,625.00	26,900,248.10
06/04/2018	By Transfer - A/C Transfer - SOC_DAW NU NU AYE,09401524741 - - - - - -		489,413.40	27,389,661.50
09/04/2018	By Transfer - A/C Transfer - YAMIN THUZAR HEIN,0.9421745572,SPT-1 - - - - - -		37,146,900.00	64,536,561.50
20/04/2018	By Transfer - A/C Transfer - - - CLEARING DELIVER - - - -		240,030.00	64,776,591.50
26/04/2018	By Transfer - A/C Transfer - SOC_DAW NU NU AYE(09401524741) - - - - - -		1,103,445.00	65,880,036.50
26/04/2018	By Transfer - A/C Transfer - PYAE PHYO LIN,KNR,0943179283 - - - - - -		566,500.00	66,446,536.50
30/04/2018	By Transfer - A/C Transfer - YE MON TUN,407 - - - - - -		566,500.00	67,013,036.50
30/04/2018	Closing Balance			67,013,036.50
No. of Debit	: 0	**Debit Total**	0.00	
No. of Credit	: 7	**Credit Total**	41,480,413.40	

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Please report any discrepancies found on your statement immediately.
N.B – Statement will not be sent unless there is a change of transaction.

Asst: / DY Manager

MEMO[illegible] OF AFTER SALES SERVICES

by and between

HINO MOTORS, LTD.

and

SUMMIT SPA MOTORS, LTD

MEMORANDUM
OF AFTER SALES SERVICES

Memorandum of After Sales Services (hereinafter referred to as "this Memorandum") is agreed to, and ed into, by and between:

HINO MOTORS, LTD., a corporation duly organized and existing under and by virtue of the laws of Japan, with its head office located at 1-1, Hinodai 3-chome, Hino-shi, Tokyo, Japan (hereinafter referred to as "HINO"); and

Summit SPA Motors, Ltd., a corporation duly organized and existing under and by virtue of the laws of Myanmar, with its head office located at FMI Centre, Level 10 & 11, 380, Bogyoke Aung San Road, Pabedan Township, Yangon Myanmar (hereinafter referred to as "Company").

IO and Company shall hereinafter collectively be referred to as "Parties" and individually a "Party".

icle 1

In this Memorandum, the following terms shall have the meanings set forth below:

(a) "Subject Vehicles" means HINO brand motor vehicles (i) to be directly supplied by HINO to HINO Customers, (ii) to be supplied by HINO to HINO Customers through the supplier(s) separately designated by HINO, or (iii) to be supplied by HINO to HINO Customers through supplier(s) and importer(s) separately approved by HINO and operated in Myanmar as described in Schedule 1 attached hereto and any other HINO brand motor vehicles separately designated from time to time by HINO in writing.

(b) Hino may from time to time change the Subject Vehicles by providing the notice in writing to Company.

(c) "HINO Customers" means owners and/or users of Subject Vehicles in Myanmar.

(d) "HINO Parts" means HINO brand genuine spare parts supplied by HINO, which HINO chooses as those to be used for repair or maintenance of Subject Vehicles.

(e) "Inspections" means the pre-delivery inspection (PDI) for the Subject Vehicles and inspections for the Subject Vehicles to be held at the mileage of 1000km and 5000km.

(f) "After Sales Services" means after sales services including, without limitation, HINO Parts supply, Inspections, general repairs, maintenance services and warranty related services.

.rticle 2

Company acknowledged, confirms and agrees that the After Sales Services is performed by Company in its name and for its account as its business, and therefore, Company shall not be entitled to claim HINO any fees or charges as the consideration for the After Sales Services unless otherwise provided herein.

HINO and Company hereby recognize and confirm that HINO and Company shall cooperate each other so that the Company provides HINO Customers with reasonable After Sales Services during the period of this Memorandum for the Subject Vehicles.

Subject to the terms and conditions of this Memorandum, the service station of Company located at Plot 8, Area Work 505, Yatalaboung Village, No. 3 Highway, Hlegu Township, Yangon, Myanmar, shall be appointed by Company as Hino Service Station for the Subject Vehicles (hereinafter referred to as "HSS").Company shall render After Sales Services and store and supply HINO Parts only at HSS.

Article 3

3-1. Company hereby agrees to i) render After Sales Services for Subject Vehicles, ii) provide HINO with the information on the trend of the commercial vehicle market in Myanmar, the detail of which shall be separately designated by HINO in writing, for the purpose of this Memorandum and for the mutual benefit

of the Parties and iii) purchase HINO Parts directly or indirectly from HINO, store necessary HINO Pa for the After Sales Services and supply the same to the HINO Customers at its costs and expenses dur the period of this Memorandum.

3-2. Company hereby agrees to prepare, at the costs, expenses and responsibility of Company, any necessa facility(ies) for the purpose of this Memorandum in accordance with HINO's requirements such having more than four (4) maintenance bays and installation of signboards.

3-3. The Company agrees to render warranty related services for the Subject Vehicles as After Sales Servi hereunder in accordance with the warranty policy separately provided by HINO, provided, however, th the Company acknowledges and agrees that no warranty for HINO Parts shall be provided by HINO unle otherwise agreed upon between the Parties in writing in advance.

3-4. In order to enhance customers' satisfaction on Hino Vehicles, Company shall improve the facilit necessary for the After Sales Services, including, but not limited to, equipment, capacity, workforce exterior and interior of HSS in accordance with the instructions by HINO.

3-5. HINO shall supply, or cause an entity(ies) designated by HINO to supply, Company with HINO Part during the period of this Memorandum, unless all or some of HINO Parts are discontinued. In the even that some HINO Parts are discontinued, HINO will use its utmost effort to supply substitutes.

3-6. Company shall keep and store the HINO Parts in good condition and in lawful, safe, secured and prope manner at its own costs and responsibility.

3-7. Company shall, at its sole costs, expenses and responsibility, conduct the Inspections in accordance with the manners separately designated by HINO in writing. Company acknowledges and agrees that the Company is not entitled to claim against HINO any costs and expenses incurred for the Inspection for any reason whatsoever.

3-8. The terms and condition of individual sales contract for HINO Parts shall be separately agreed and concluded between Company and HINO or any entity(ies) designated by HINO in writing.

3-9. In the event that HINO determines to carry out any special service campaign in Myanmar for Subject Vehicles, Company shall fully cooperate with HINO in accordance with the instructions then given by HINO. Hino shall pay to Company all reasonable costs incurred by Company with respect thereto.

3-10. Company shall use HINO Parts only for After Sales Services of Subject Vehicles unless otherwise instructed by HINO in writing and shall not use nor distribute or sell any spare parts other than HINO Parts for repair or maintenance of Subject Vehicle without prior written approval of HINO.

3-11. In the event that certain HINO Parts are required for After Sales Services of Subject Vehicles that Company normally does not have in its inventory, then Company shall purchase such HINO Parts from HINO under the terms and conditions to be separately agreed upon between the Parties.

3-12. Company shall not use HINO Parts for any other purpose than After Sales Services of Subject Vehicles.

3-13. For timely supply of Hino Parts for After Sales Services, Company shall secure sufficient storage space exclusively for Hino Parts, and place orders therefore with HINO, so that inventories of HINO Parts would always be kept at appropriate inventory levels.

3-14.Company shall prepare qualified employees necessary for the After Sales Services, and purchase and maintain, at Company's expense, suitable equipment and facilities in accordance with HINO's advice.

3-15.Company shall, in consultation with HINO, dispatch certain employees (hereinafter referred to as" Trainee(s)") to the facility of HINO for taking training provided by HINO for acquiring certain knowledge of Subject Vehicles and for improving their skills necessary for the After Sales Services such as customer service and parts control in accordance with Article 4-4 hereof.

3-16.Company shall collect any useful information or data which may contribute to the enhancement of the quality of HINO brand motor vehicles and supply them to HINO in writing from time to time.

3-17. Using the form separately designated by HINO, Company shall report to HINO monthly and annually i) the number of Subject Vehicles to which the After Sales Service was rendered , ii) the number of HINO Parts used for the After Sales Services, and iii) business results and other data necessary for HINO to provide Company with advise regarding Company's operation with regard to the After Sales Services.

3-18. Company shall be responsible for the compensation to any damage, loss or expense that may be incurred by the owner(s) of Subject Vehicles or a third Party as a result of the After Sales Services

ndered by Company, and hold harmless and defend HINO, its parent company, subsidiaries, affiliated ompanies and their directors, officers, employees, agents, servants and representatives from and gainst any and all claims, damages, losses, liabilities and expenses , including reasonable attorney's ees and costs, of whatever nature, directly or indirectly caused by or arising out of the After Sales ervices rendered by Company to the full extent permitted under applicable laws.

Vhen Company intends to engage in any other automobile-related business with other company(ies) than HINO , Company shall consult with HINO in advance.

e 4

hereby agrees to provide the following supports to Company in relation to the After Sales Services.

n order to enhance the quality of the After Sales Services, HINO shall provide Company with advices on he procurement and purchase of equipment and facilities necessary for the After Sales Services vhenever HINO deems, in HINO's sole judgement, it is necessary.

HINO shall provide Company with adequate technical guidance and advice necessary for the After Sales ervices, including without limitation, customer service and the management or operation, whenever HINO deems, in HINO's sole judgement, it is necessary.

HINO shall provide Company with adequate advices with regard to necessary technical documents and other relevant materials necessary for the After Sales Services whenever HINO deems, in HINO's sole judgement, it is necessary.

HINO shall provide Company with the training for Trainee(s) at the facility of HINO in Japan free for charge. The terms and conditions for above training, such as the period and scope of training and the place of training, shall be separately agreed in writing between the Parties.

The Company shall bear all costs and expenses for such training, including, but not limited to, Trainee(s)'s travel expenses, hotel room charges, communication expenses incurred in the relevant country(ies), the Trainee(s)'s daily allowances and salaries during the period of training.

cle 5

For the sake of safeguarding the image and/or brand of HINO and Company in Myanmar, and for the mutual benefit of the Parties, HINO agrees to allow Company to utilize the word "HINO" for the purpose of After Sales Services in a manner approved by HINO in advance as long as it is accompanied by words "PARTS & SERVICE" in their sign-boards and/or parts operation for the period of this Memorandum.

In the event HINO deems that Company uses the word "HINO"in inappropriate manner, Company shall take appropriate measures in accordance with HINO's request and instruction.

Immediately upon termination of this Memorandum for any reason whatsoever or upon HINO's request Company shall remove from any of its facilities and cease using HINO's name.

In the event that Company, in HINO's sole judgement, fails to comply with the preceding paragraph, HINO shall have the right to enter the premises of Company at any time and to remove and dispose of all items bearing HINO's name and all the other items that should have been delivered to HINO or disposed of by Company, without any liability to Company. In this case, Company shall immediately reimburse HINO for any cost and expense incurred by HINO in exercising such right, including reasonable attorney's fees, if so requested by HINO.

ticle 6

. Subject to terms and conditions of this Memorandum, HINO shall approve Company's use of trademarks and service marks as owned or to be owned by HINO (hereinafter referred to as "Trademarks") for solely in connection with the After Sales Services in Myanmar. Trademarks as of the effective date of this Memorandum shall be listed in Schedule 6-1 and may be changed from time to time by HINO at its sole discretion.

2 Notwithstanding Article 6-1 hereof, Company shall not use any Trademark in a trade name, business name or domain name. In no event shall Company register or apply for registration of, or cause or allow any

third party to register or apply for registration of, the Trademarks and/or any marks using or including th Trademarks or any marks similar thereto, as a registered trademark, business name or domain nam whether in or outside Myanmar.

6-3 Company hereby agrees to use the Trademarks only in connection with the After Sales Services Myanmar. Company further agrees not to use any mark confusingly similar to the Trademarks for an purpose whatsoever.

6-4 Company shall, when advertising, publicizing and promoting the After Sales Services, use the Trademark in such a manner as prescribed or instructed by HINO. In the event that Company desires to us Trademarks in a manner not prescribed or instructed by HINO, Company shall obtain the prior writte approval of HINO.

6-5 HINO may, at its sole discretion, require Company to submit examples of any or all proposed or curren advertising materials such as brochures, sales catalogs, newspapers, video footage or website materia which clearly demonstrate the manner of use or proposed use of the Trademarks by Company in Myanmar. If HINO deems that Company is using or has used the Trademarks in a manner not prescribed, instructed or approved by HINO or which would adversely affect the validity or ownership by HINO of the Trademarks, HINO may require Company to cease or modify such problematic use of the Trademarks, and Company shall promptly and strictly comply with such request and provide HINO with evidence of its compliance.

6-6 The registration of Trademarks in Myanmar can be made only by HINO and cannot be made by Company. However, if HINO so requires in writing, Company shall have Trademarks registered in Myanmar on behalf and for account of HINO. In all circumstances, the Trademarks rights shall vest in HINO.

6-7 Company shall continuously monitor in Myanmar any infringement or potential infringement of (i) Trademarks by any third party, and (ii) trademarks of any third party by Trademarks. In the event that Company becomes aware of any infringement or potential infringement of (i) Trademarks by any third party, or (ii) trademarks of any third party by Trademarks, Company shall accurately and promptly inform HINO of the details thereof with supporting evidence, and shall either assist HINO in taking all necessary or advisable measures to protect HINO's rights to Trademarks, or take appropriate defensive measures against any complaint about alleged infringement, in accordance with the instructions then given by HINO.

6-8 Immediately upon termination of this Memorandum for any reason whatsoever or upon HINO's request, Company shall remove from any of its facilities and cease using the Trademarks.

Article 7

This Memorandum shall not be transferred to any subsidiary and/or affiliated company of Company or any third party without HINO's prior written agreement.

Article 8

This Memorandum shall retroactively come into effect as of 1st of August 2014 and shall continue in full force and effect for a period of three (3) year from the effective date unless terminated earlier pursuant to Article 9. However, Article 3-17, 8, 13-1 and 13-7 hereof shall remain in full force and effect after this Memorandum expires or terminates for any reason whatsoever.

Article 9

9.1. HINO may terminate this Memorandum by giving Company a written notice of termination effective as of the date thereof, upon the occurrence of any of the following events:

(1) the breach by Company of any of the provisions of this Memorandum;

(2) the commission of any crime, the violation of any material law or regulations or the conduct of any act that may, in HINO's sole judgement, discredit the image of HINO products or the brand "HINO" or damage the interests of HINO in material respect, by Company or any of its executives or high-ranked employees; and

(3) the failure by Company, in HINO's sole judgement, to remedy any material breach of any provision

of this Memorandum within sixty (60) calendar days after receiving a request by HINO to remedy such breach.

mpany may terminate this Memorandum by giving HINO a written notice of termination effective as the date thereof, upon the occurrence of any of the following events:

) the commission of any crime, the violation of any material law or regulations or the conduct of any act that may discredit the image of Company or damage of the interests of Company in material respect, by HINO or any of its executives or high ranked employees; and

2) the failure by HINO to remedy any material breach of any provision of this Memorandum within sixty (60) calendar days after receiving a request by Company to remedy such breach.

e 10

Company agrees that it shall, at all times during the term of this Memorandum and thereafter, treat as onfidential and keep secret all information learned from HINO hereunder (hereinafter referred to as Information"), except for any Information which, through no fault of Company, becomes part of the ublic domain.

Company shall not, without the prior written consent of HINO, disclose any of Information to any erson other than its own employees whom Company needs to cause to know the same for the purpose of erforming its obligations hereunder, provided that any such disclosure shall be made to the extent bsolutely necessary for such purpose.

Company shall ensure that the persons mentioned in the preceding paragraph are made aware, prior to he disclosure to them of any Information, that the same is confidential and that they shall owe a duty of confidence to Company. Company shall cause each such person to execute suitable confidentiality undertakings.

Company shall, free of any condition, restriction, lien or other encumbrance, deliver to HINO upon request, all Information, all other materials developed using Information and all copies or other physical embodiments thereof on whatever media and in whatever form which shall be in its possession or control and/or in that of its employees, subcontractors or any other person to whom it has been provided.

. If Company and/or any of the persons mentioned in the preceding paragraph 10-2 fails to comply with the confidentiality obligations under this Article and/or any of the confidentiality undertakings, Company shall indemnify HINO for any loss or damage sustained or incurred as a result of such failure. In addition to these remedies, HINO shall have the right to obtain a cease and desist order or to avail itself of similar legal remedies. The exercise of these rights shall not constitute a waiver of any other right which HINO may have against Company at law or in equity.

icle 11

1. In the event that any of the Parties finds itself unable, by reason of a case of "force majeure" to carry out its obligations hereunder in whole or in part, the obligations of such Party to the extent that they are affected by such "force majeure" shall be suspended as long as the impossibility so caused shall last but not thereafter. The term "force majeure" as used herein shall mean, any event, whether accidental or not, beyond the control of the Party affected by such event but not necessarily unpredictable by such Party, including, by way of indication and not by way of limitation, any natural calamity, war (whether declared or not), civil war, terrorism, riot, change in the regime of the country, establishment, revision and/or abolition of statute, order and/or disposal by the public power, strike, sabotage, blockade and other disturbances, labor disputes or the like trouble, trouble in the system of transportation, lack of any governmental necessary authorization, fire, explosion, lightning storm, wind, drought, flood, earthquake, epidemic quarantine and more generally and other circumstances or situation whether similar or different which is reasonably beyond the control of the Party claiming "force majeure".

-2. The Party affected by "force majeure" shall not be held liable for the delay in and/or the impossibility of performing the obligation provided for in this Memorandum.

-3. Regardless of the preceding paragraphs 11-1 and 11-2, the payment obligation of the Parties provided in

this Memorandum shall not be affected by "force majeure".

11-4. The Party affected by "force majeure" shall give written notice thereof to the other Party setting forth the particulars of the "force majeure". Immediately after the giving of such notice, the performance of this Memorandum will be suspended for the part or parts of such agreement which cannot be performed as a consequence of "force majeure".

11-5. If such suspension lasts more than six (6) months, the part or parts of this Memorandum which are in suspension may be terminated forthwith by the Party not affected by "force majeure" upon written notice to this effect sent by registered air mail to the other Party.

Article 12

All transactions and operations which Company performs under this Memorandum, shall be made in the name, for the account and at the risk of Company. Unless otherwise expressly provided, Company shall be in no way, to any extent, an agent, a distributor or legal representative of HINO for any purpose whatsoever, nor shall Company be granted any express or implied right or authority to assume or create any obligation on behalf of or in the name of HINO in any manner whatsoever.

Article 13

13-1. The validity, performance and construction of this Memorandum shall be governed by and interpreted in accordance with the laws of Japan.

13-2. This Memorandum sets forth the entire agreement and understanding between the Parties on the subject matter hereof and shall merge and supersede all prior and contemporaneous negotiations, agreements, promises and understandings, written or oral, express or implied, relating to the subject matter hereof.

13-3. This Memorandum shall not be modified, amended, supplemented or nullified by any means except by a writing signed by the duly authorized representatives of the Parties .

13-4. In the event that any provision of this Memorandum is found or revealed to be invalid or unenforceable under the laws or regulations of Myanmar or Japan, the remainder of this Memorandum shall nonetheless remain in full force and effect and this Memorandum shall be construed as if such invalid or unenforceable provision had not been a part hereof. The Parties shall confer and agree upon an effective provision to take the place of the invalid or unenforceable provision.

13-5. No failure of either Party at any time in requiring the performance by the other Party of any provision hereof shall prejudice the right to require full performance of the same provision at any time thereafter. No waiver by either Party of a breach of any provision hereof shall constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. No waiver of any provision hereof shall be effective unless the same shall be made explicitly in writing and signed by the Party against whom such waiver is sought to be enforced.

13-6. Any dispute, controversy or trouble arising from or in connection with this Memorandum shall be brought to an amicable settlement between the Parties .

13-7. In the event that no satisfactory settlement is reached, it is agreed that at the request of either Party , the dispute, controversy or trouble shall be finally settled by arbitration in Tokyo, Japan in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrator appointed in accordance with the said Rules. The language used in the arbitration proceedings shall be the English language. This arbitration clause shall survive in the event that this Memorandum should be adjudged null and void or should be canceled or terminated for any reason whatsoever. The decision of the arbitrator shall be final and binding upon the Parties .

13-8. All notices, requests, and demands under this Memorandum shall be in made writing in English, sent either by registered air mail, air cargo or telegram and shall be deemed to be given or made when sent out to the addresses of the respective Parties as set forth herein set below :
Unless otherwise stipulated herein, the date of such receipt by HINO thereof shall be deemed to be fourteen (14) calendar days after its postmark in the case of an airmail, five (5) calendar days after its air way bill number in case of air cargo and upon receipt being in any way acknowledged.

To HINO:	HINO MOTORS, LTD. 1-1, Hinodai 3-Chome, Hino-Shi, Tokyo, 191-8660, Japan
Contact:	Overseas Service Division
To Company:	Summit SPA Motors, Ltd. FMI Centre, Level 10 & 11, 380, Bogyoke Aung San Road, Pabedan Township, Yangon Myanmar
Contact:	Managing Director

VITNESS WHEREOF, the Parties have caused this Memorandum to be signed heir duly authorized representatives as of the day and year written below in two copies each of which is rded as original and shall be kept by each Party.

HINO

HINO MOTORS, LTD.

Yoshio Shimo
Managing Officer

Date : 31. March. 2015

Place : Tokyo, Japan

or Company

Summit SPA Motors, Ltd.

Takahiko Taniyama
Managing Director

Date: 22 April 2015

Place : Yangon, Myanmar

Schedule 1
(Subject vehicles)

(1) HINO Vehicles

	#	Model
LDT (Light Duty Truck)	1	WU600L-HKMMJ3
	2	WU710L-HKMMJ
	3	WU710L-HKMQJ3
	4	WU710L-HKFQL3
	5	WU700L-HKFRL3
	6	WU720L-HKFRL3
	7	WU730L-HKFTL3
	8	XZU600L-HKMML3

	#	Model
HDT (Heavy Duty Truck)	1	FS1ELVM-QQW
	2	FS1ESSA-FAP
	3	FS1ELVD-UP
	4	FS1ELVD-QPW
	5	FS1ELVD-QPR
	6	FY1EUVA-QPY
	7	ZS1EPVA-VRP
	8	SH1EEVA-JSW
	9	SS1EKVA-PSW

	#	Model
MDT (Medium Duty Truck)	1	FC3JDUD-ANX
	2	FC3JGUA-ANX
	3	GD1JEUD-BAX
	4	GD1JJUA-BAX
	5	GD1JLUA-BAX
	6	FG1JJUB-TGL
	7	FG1JMUB-BGX
	8	FG1JPUB-BGX
	9	GH1JGUD-NGX
	10	GH1JMUA-NGX
	11	FM1JLUD-TGL
	12	FM1JRUA-TGL
	13	GT1JHUA-HGL

Schedule 16-1
(List of Trademarks)

Trademarks which have been registered:

rademark	Registration No.	Registered date	Class	Usage period limit
o	IV/2348/2014	1983/12/15	12	--------
OP MARK)	IV/4251/2009	1994/07/18	12	--------
IO	IV/1519/2013	2013/07/01	12	--------
OP MARK)	IV/14286/2013	2014/05/26	1,4, (37)	--------
IO	IV/14287/2013	2014/05/26	1,4, (37)	--------

Trademarks which have been applied for registration:

rademark	Application No.	Applied date	Class	Usage period limit

) Service marks which have been registered:

ervice mark	Registration No.	Registered date	Class	Usage period limit
TOP MARK)	IV/14286/2013	2014/05/26	(1),(4), 37	--------
NO	IV/14287/2013	2014/05/26	(1),(4), 37	--------

) Service marks which have been applied for registration:

ervice mark	Application No.	Applied date	Class	Usage period limit

YN 登録証

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ 010498

အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

အမှတ် ....၄၂၂၇..../ ၂၀၁၄-၂၀၁၅

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ ....ရိုးမ နော်မီနီး လီမိတက်....

....အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက်

ကုမ္ပဏီအဖြစ် ၂၀၁၄ ခုနှစ်၊ ..နိုဝင်ဘာ.. လ၊ ၂၆ ရက်နေ့တွင် မှတ်ပုံတင်ခွင့်ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)

(နီလာမူ ၊ ဒုတိယညွှန်ကြားရေးမှူး)

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

CERTIFICATE OF INCORPORATION

NO. ....4227.............. of 2014.-2015

I hereby certify that ....YOMA NOMINEE LIMITED..........

..........is this day incorporated under the Myanmar Companies Act and that the company is Limited.

Given under my hand at Nay Pyi Taw this ....TWENTY - SIXTH.......day of ....NOVEMBER, TWO THOUSAND AND FOURTEEN...........

For Director General

(Nilar Mu, Deputy Director)

Directorate of Investment and Company Administration

ကုမ္ပဏီနှင့်သက်ဆိုင်သည့်အချက်အလက်များ

(က) အုပ်ချုပ်မှုဒါရိုက်တာအမည်၊ ဦးသိမ်းဝေ(ခ) Mr Serge Pun (၁၂/မဂတ(နိုင်)၀၈၄၀၅၃)

(ခ) ကုမ္ပဏီ ရုံးခန်းလိပ်စာ၊ အမ်(ဖ်)အမ်အိုင်စင်တာ၊ ၁၀/၁၁-ထပ်၊ အမှတ်(၃၈၀)၊ ဗိုလ်ချုပ်အောင်ဆန်းလမ်း၊ ပန်းဘဲတန်းမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး

(ဂ) ဆက်သွယ်ရန် ဖုန်းနံပါတ်၊ ၀၁-၂၄၀၃၆၃/Ex -၁၉၂၇

(ဃ) ဒါရိုက်တာများ အမည်စာရင်း– (၁) ဦးထွန်းထွန်း(ခ)ဦးယိုတောင်ဗှာ ၁၂/လသန(နိုင်)၀၀၀၁၃၆

from 26-11-2014

to 25-11-2019

မှတ်ချက်။ (၁) ဤကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်သည်မှတ်ပုံတင်ရက်စွဲ(၂၆-၁၁-၂၀၁၄)မှ (၂၅-၁၁-၂၀၁၉)ရက်နေ့အထိ(၅)နှစ်သက်တမ်းအတွက်သာ ဖြစ်သည်။ သက်တမ်း မကုန်ဆုံးမီ (၃)လအလိုတွင် သက်တမ်းတိုးရန် ရင်းနှီး မြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီးဌာနသို့ လျှောက်ထား ရမည်။

(၂) ကုမ္ပဏီ အနေဖြင့် သင်းဖွဲ့မှတ်တမ်းတွင်အဆိုပြု တင်ပြထားသော လုပ်ငန်းရည်ရွယ်ချက်များကိုသာ လုပ်ကိုင်ရမည်။

(၃) သင်းဖွဲ့မှတ်တမ်းပါ ရည်ရွယ်ချက်များသည် သက်ဆိုင်ရာ ပြည်ထောင်စု ဝန်ကြီးဌာန၏ တည်ဆဲဥပဒေ၊ နည်းဥပဒေ၊ လုပ်ထုံးလုပ်နည်း များနှင့်အညီ ခွင့်ပြုချက် ရရှိမှသာ ဆောင်ရွက်ခွင့် ရှိမည် ဖြစ်ပါသည်။

(၄) လုပ်ငန်းရည်ရွယ်ချက် ပြောင်းလဲ လုပ်ကိုင်လိုပါက ပြောင်းလဲ လုပ်ကိုင်လိုသည့် လုပ်ငန်း ရည်ရွယ်ချက်များအား၊ သင်းဖွဲ့မှတ်တမ်းတွင် ပြင်ဆင် မှတ်ပုံတင်ရန်အတွက် ဒါရိုက်တာအဖွဲ့(BOD)၏ အထူး အစည်းအဝေး ဆုံးဖြတ်ချက် မှတ်တမ်းနှင့်အတူ ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီးဌာန သို့ လျှောက်ထား ရမည် ။

ညွှန်ကြားရေးမှူးချုပ် (ကိုယ်စား)

(သင်းသင်းမြတ်၊ လက်ထောက်ညွှန်ကြားရေးမှူး)

လာရောက်ထုတ်ယူသည့် ရက်စွဲ၊ 28 NOV 2014

YN定款

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့်ကုမ္ပဏီ

ရိုးမ နော်မီနီး လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ

Certify True Copy

....
Director.

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

AND

Articles Of Association

OF

YOMA NOMINEE LIMITED

THE MYANMAR COMPANY ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

YOMA NOMINEE LIMITED

I. The name of the Company is YOMA NOMINEE LIMITED

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The liability of the members is limited.

IV. The authorised capital of the Company is Ks- 1000000000 /-(Kyats One Thousand Million Only) divided into (1000000) shares of Ks. 1000.00 /-(Kyats One Thousand Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

V. The Objective For Which The company is established are

1. Trading of Agricultural and farm produces.
2. Trading of Forest products and value-added wood-based products.
3. Trading of Animal by-products and Animal feed.
4. Trading of Marine products.
5. Trading of Fertilizer and Insecticides.
6. Trading of Chemicals and dyes.
7. Trading of Factory utensils and raw material.
8. Trading of Household goods.
9. Trading of Personal goods.
10. Trading of Construction materials and paints.
11. Trading of Electrical and electronic products.
12. Trading of Vehicles, Machinery and spares.
13. Trading of Tools and implement.
14. Trading of Medicines and medical equipment.
15. Trading of Foodstuff and general merchandise.
16. Trading of Textile and garment.
17. Trading of Paper, stationery and photographic stores.
18. Trading of Office equipment and educational supplies.
19. Growing, producing, harvesting, preserving, packing, milling and manufacturing of agricultural and farm products.
20. Felling, extracting (with the permission from the authorities concerned) milling, manufacturing, preserving and seasoning of timber(excluding-teak) and forest products.
21. Livestock breeding, processing and canning of livestock products.
22. Finishing, preserving, milling, canning and processing of marine products.
23. Producing fertilizers, insecticides and animal feeds.
24. Manufacturing of personal goods.
25. Manufacturing of household goods.
26. Manufacturing of vehicles, machineries and spares.
27. Manufacturing of arts and crafts, lacquerwares and furniture.
28. Manufacturing of construction materials and paints.
29. Manufacturing of factory utensils.
30. Manufacturing of electrical and electronic goods.
31. Manufacturing of textile, garments and clothing.
32. To carry on the business of explanation, exploitation, production, processing of minerals and marketing of its products with the permission of the Government.
33. All kinds of agency business, technical consultants, business consultants, management consultants and advisory services.
34. Advertising and its agency business.
35. Business of entertainments and related activities.
36. Business of all kinds of medical services.
37. Business of transportation (except railways and airways)
38. Business of printing and publishing.
39. Business of surveying and inspection.
40. Business of feasibility study on new projects, projects formulation, project appraisal and project evaluation.
41. Business of Account writing, Auditing and legal advisory services.
42. Business of servicing, maintenance of repairing of all kinds of vehicles and machines.
43. Business of installation, maintenance and renovation of electrical and electronic goods.
44. Constsruction
45. Gems
46. Travels & Tours
47. Hotel
48. Macro Finance And Financial Services

VI. To borrow money for the benefit of the Company's business from any person,firm,company, bank or financial organization in the manner that the Company shall think fit.

PROVISO: Provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere,save in so for as it may be entitled so as to do in accordance with the Laws,Orders and Notifications in force from time to time and only subject to such permission and or approval as may be prescribed by the Laws, Orders and Notifications of the Union of Myanmar for the time being in force.

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

YOMA NOMINEE LIMITED

✣ ✣ ✣ ✣ ✣ ✣ ✣

1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect:-

   (a) The number of members of the Company, exclusive of persons who are in the employment of the Company, shall be limited to fifty.

   (b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.

CAPITAL AND SHARES

3. The Authorised Capital of the Company is Ks. 1000000000 /-(Kyats One Thousand Million only) divided into (1000000) shares of Ks 1000.00 /-(Kyats One Thousand only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representive of a deceased member shall be recognized by the Directors.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of Shares taken	Signatures
1	U Theim Wai @ Mr.Serge Pun Merchant Lot(2), Jasmine Garden, Pun Hlaing Golf Estate,Hlaingtharyar Township, YANGON	12/MAGATA(NAING)084053	49500	
2	U Tun Tun @ U Yo Taung Hwar Merchant No.121, 18th Street,No.2 Ward, Latha Township,YANGON	12/LATHANA(NAING)000136	500	

Dated 17 the 11 day of 2014

It is hereby certified that the persons mentioned above put their signatures in my presence.

U SUN TUN B.A. C.P.A. F.B.S.A
Certified Public Accountant P 27
(AUDITOR)

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made upon him to the persons, and at the times and places appointed by the Directors. A call may be made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and not more than (9).

The First Directors shall be:-

(1) U Theim Wai @ Mr.Serge Pun (2) U Tun Tun @ U Yo Taung Hwar

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualification of Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted.

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power;-

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit: also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being,

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds , debentures or other securities of the Company and any such shares may be issued either as fully paid up or with subh amount credited as paid up there on as may be agreed upon ; and any such bonds, debentures or other securities may be either specifically charged up on all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfillment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and, to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute , conduct , defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof , upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour any Director or other person who may incur or be about to incur any personal liability for the bebefitof the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

15. A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors .No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting .The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-

    (1) *all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place:*

    (2) *all sales and purchases of goods by the Company ;*

    (3) *all assets and liabilities of the Company.*

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING - UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

Sr. No.	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of Shares taken	Signatures
1	U Theim Wai @ Mr.Serge Pun Merchant Lot(2), Jasmine Garden, Pun Hlaing Golf Estate,Hlaingtharyar Township,YANGON	12/MAGATA(NAING)084053	49500	
2	U Tun Tun @ U Yo Taung Hwar Merchant No.121, 18th Street,No.2 Ward, Latha Township,YANGON	12/LATHANA(NAING)000136	500	

Dated 17 the 11 day of 2014

It is hereby certified that the persons mentioned above put their signatures in my presence.

U NUN TUN B.A, C.P.A, F.B.S.A
Certified Public Accountant B.7?
(AUDITOR)

Yoma Nominee
会社概要

Company Profile

Incorporation Information

Company Name	YOMA NOMINEE LIMITED
Registration No.	4227/2014-2015
Date of Incorporation	26-Nov-2014
Business Address	Union of Myanmar
Type of Business	General Investment

Capital Structure

Authorised Capital Kyats	1,000,000,000	(1,000,000 shares @ kyats 1,000 each)
Issued Shares	50,000	
Paid Up Capital Kyats	50,000,000	

Directors, Managers & Managing Agents

Sr	Name	Nationality	Office Held	Date of Appointment
1	U Theim Wai @ Mr Serge Pun	Myanmar	Managing Director	5-Dec-2014
2	U Tun Tun @ Yo Taung Hwar	Myanmar	Director	5-Dec-2014

Current Shareholders List

Sr	Shareholders	Nationality	Number of Shares	Percent	Date of Becoming Member	Address
1	U Theim Wai @ Mr Serge Pun	Myanmar	49,500	99%	10-Oct-2014	Lot. 2, Jasmine Garden, Pun Hlaing Golf Estate, Hlaingtharyar Township, Yangon
2	U Tun Tun @ Yo Taung Hwar	Myanmar	500	1%	21-Apr-2014	No. 121, Ground Floor, 18th St, Latha Tsp, Yangon
	Total Shares		50,000	100%		

Updated as at 4 Dec 2014

OIL

CERTIFICATE OF INCUMBENCY

ELITE MATRIX INTERNATIONAL LIMITED

We, Offshore Incorporations Limited of P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands, being the duly appointed Registered Agent of **ELITE MATRIX INTERNATIONAL LIMITED** (the "Company"), a BVI Business Company incorporated in the British Virgin Islands on 10 August 2010 with Company Number 1599481, to the best of our knowledge and according to our records, hereby certify the following:-

(1) The Company is in good standing in the British Virgin Islands.

(2) The Registered Office of the Company is at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands.

(3) That as far as can be determined from the documents retained at the Registered Office of the Company:

(i) The current director(s):

Name	Date Appointed
Serge Pun	18 August 2010

(ii) The current shareholder(s):

Name	No. of Share(s) Held
Yoma Strategic Investments Ltd	1

(iii) The Company is authorised to issue a maximum of 50,000 shares of a single class each with a par value of USD1.00.

(iv) The Company does not maintain at its Registered Office a copy of a register of charges under section 162 of the BVI Business Companies Act (the "Act"). It should be noted that a Register of Registered Charges in respect of the Company may be kept at the Registry of Corporate Affairs pursuant to section 163 of the Act. The keeping of any such Register of Registered Charges is independent of the keeping of any register at its Registered Office and the contents of a Register of Registered Charges may not correspond with those of any register at the Registered Office.

Signed on 12 June 2015

For and on behalf of
Offshore Incorporations Limited

Authorised Signatory

OFFSHORE INCORPORATIONS LIMITED COMMON SEAL

COMMERCIAL REGISTER (translation)

Corporate Registration Number:	0100-01-008692	
Corporate Name:	Sumitomo Shoji Kabushiki Kaisha (in English SUMITOMO CORPORATION or SUMITOMO SHOJI KAISHA, LTD.)	
Head Office:	5-33, Kitahama 4-chome, Chuo-ku, Osaka	
	8-11, Harumi 1-chome, Chuo-ku, Tokyo	moved on June 22, 2001 registered on July 6, 2001
Method of Public Notice:	Public notices of the Company shall be given electronically. https://www.sumitomocorp.com If, due to accident or some other unavoidable reason, electronic publication is not possible, then public notice will be made in the "Nihon Keizai Shimbun."	changed on April 1, 2018 registered on April 1, 2018
Item to Have Information Concerning Balance Sheets:		deletion of item registered on June 6, 2006
Date of Incorporation:	December 24, 1919	
Purposes:	1. Export, import and sale of the following goods: (1) Iron, steel and non-ferrous metals and their products; ore and other mineral products; (2) Electric wire and cable; electric, electronic and communications equipment; and their parts; (3) Machinery, implements, tools (including measuring instruments, scales and medical and surgical instruments), firearms, vehicles, ships and aircraft and their parts; (4) Industrial chemicals (including poison, lethal poison, alcohol and explosives), medicine (including veterinary medicine), quasi-pharmaceuticals, agricultural chemicals, synthetic resins, cosmetics, dyestuffs, gases, radioisotopes and other chemical products and their raw materials; (5) Fertilizer and feed and their raw materials; (6) Foodstuffs, oilstuffs, food products, salt, tobacco and liquor and other beverages; (7) Fibrous raw materials and their products; (8) Rubber, leather, pulp and paper and their products; other sundry products; (9) Cement raw materials and lumber and their products; other construction materials; (10) Coal, petroleum (including fuel oil), natural gas and other fuels and their products; (11) Animals, plants and other natural products; and (12) Any other products of the agricultural, forestry, marine, livestock, mining or manufacturing industries. 2. Manufacturing, processing, repairing, conservation, management, inspection and leasing of the goods set forth above, and related installation works. 3. Selling and buying used goods. 4. Wholesaling, brokerage and agency business.	

	5. Non-life insurance agency business, insurance agency business under the Automobile Damage Compensation Security Law and other insurance agency business, and business in connection with the solicitation of subscriptions for life insurance. 6. Overseas non-life insurance and life insurance business. 7. Warehousing. 8. Land, marine and air transportation, forwarding and related agency business. 9. Mining, cultivation of agricultural products, planting and cutting of trees, catching and cultivation of marine products and raising of livestock. 10. Development and sale of products of biotechnology. 11. Travel business, hotel business and operation of facilities for tourism/leisure, sports, medical treatment and education and of restaurants. 12. Acquisition, disposal, conservation, management, leasing and other utilization of real estate, and related intermediation. 13. Regional and urban development, and contracting, planning, designing and supervision in connection therewith. 14. Land, sea and air surveying and investigation. 15. Contracting for, planning, designing and supervising civil engineering, architectural and other construction works. 16. Production and sale of publications, printed matter and representational matter. 17. Information processing/provision and other information services, advertising, telecommunications, and wireless antenna and cable television/radio broadcasting. 18. Acquisition, development, maintenance, utilization and disposal of industrial property rights, copyrights and other intangible property rights and of know-how, system engineering and other software, and related intermediation. 19. Trading of greenhouse gas emission reduction credits. 20. Lending money; guaranteeing obligations; selling and buying claims; exchange transactions; holding, employing, selling and buying securities; and other financial services. 21. Credit-card business. 22. Investment adviser services. 23. Personnel dispatching services. 24. Disposal of industrial and non-industrial waste, and sale of reclaimed products of industrial and non-industrial waste. 25. Business of generating electricity. 26. Supply of electricity and heat. 27. Investigation, research and consulting services concerning the businesses set forth above. 28. All other businesses incidental or related to those set forth above. 29. Businesses other than those set forth in the preceding items. changed on June 23, 2006 registered on July 4, 2006	
Number of Shares Constituting One Voting Unit:	One hundred (100) shares	changed on September 1, 2006 registered on September 7, 2006
Total Number of Shares Authorized to be Issued:	Two billion (2,000,000,000) shares	
Total Number of Shares Issued:	Total number of shares issued: One billion two hundred fifty million six hundred two thousand eight hundred sixty-seven (1,250,602,867) shares	changed on August 2, 2005 registered on August 12, 2005

Amount of Capital:	Two hundred nineteen billion two hundred seventy-eight million nine hundred thirty-one thousand one hundred eighty-three (219,278,931,183)yen	changed on July 16, 2004 registered on July 21, 2004
Name, Address and Place of Business of Registrar of Shareholders:	Sumitomo Mitsui Trust Bank, Limited 4-1, Marunouchi 1-chome, Chiyoda-ku, Tokyo Stock Transfer Agency Business Planning Department Sumitomo Mitsui Trust Bank, Limited 4-1, Marunouchi 1-chome, Chiyoda-ku, Tokyo changed on April 1, 2012 registered on April 2, 2012	
Particulars Concerning Directors, Audit & Supervisory Board Members and Accounting Auditor:	Director Kuniharu Nakamura	reappointed on June 23, 2017 registered on June 28, 2017
	Director Kazuo Ohmori	reappointed on June 23, 2017 registered on June 28, 2017
	Director Naoki Hidaka	reappointed on June 23, 2017 registered on June 28, 2017
	Director Hideki Iwasawa	reappointed on June 23, 2017 registered on June 28, 2017
	Director Masao Tabuchi	reappointed on June 23, 2017 registered on June 28, 2017
	Director Yayoi Tanaka	reappointed on June 23, 2017 registered on June 28, 2017
	Director Koichi Takahata	reappointed on June 23, 2017 registered on June 28, 2017
	Director Nobuyoshi Ehara	reappointed on June 23, 2017 registered on June 28, 2017
	Director Koji Ishida	appointed on June 23, 2017 registered on June 28, 2017

	Representative Director Kuniharu Nakamura	reappointed on June 23, 2017 registered on June 28, 2017
	Representative Director Naoki Hidaka	reappointed on June 23, 2017 registered on June 28, 2017
	Representative Director Hideki Iwasawa	reappointed on June 23, 2017 registered on June 28, 2017
	Representative Director Masao Tabuchi	reappointed on June 23, 2017 registered on June 28, 2017
	Representative Director Koichi Takahata	reappointed on June 23, 2017 registered on June 28, 2017
	Audit & Supervisory Board Member Haruo Kasama (Outside Audit & Supervisory Board Member)	reappointed on June 23, 2017 registered on June 28, 2017
	Audit & Supervisory Board Member Nobuhiko Yuki	appointed on June 20, 2014 registered on June 27, 2014
	Audit & Supervisory Board Member Takuro Kawahara	appointed on June 24, 2016 registered on July 1, 2016
	Audit & Supervisory Board Member Toshio Nagai (Outside Audit & Supervisory Board Member)	appointed on June 24, 2016 registered on July 1, 2016
	Audit & Supervisory Board Member Yoshitaka Kato (Outside Audit & Supervisory Board Member)	appointed on June 24, 2016 registered on July 1, 2016
	Accounting Auditor KPMG AZSA LLC	reappointed on June 23, 2017 registered on June 28, 2017

<table>
<tr><td>Provision Concerning Exemption of Directors or Audit & Supervisory Board Members from Liability:</td><td colspan="2">To the extent provided for by applicable law and regulations, the Company may exempt the Directors from liability by resolution of the Board of Directors.
To the extent provided for by applicable law and regulations, the Company may exempt Audit & Supervisory Board Members from liability by resolution of the Board of Directors.
changed on June 23, 2006 registered on July 4, 2006</td></tr>
<tr><td>Provision Concerning Exemption of non-executive Directors or Audit & Supervisory Board Members from Liability:</td><td colspan="2">The Corporation may enter into such an agreement with the Director （excluding executive director, etc.） that limits, to the extent provided for by applicable laws and regulations, the liability of such Director.
The Corporation may enter into such an agreement with the Audit & Supervisory Board Member that limits, to the extent provided for by applicable laws and regulations, the liability of such Audit & Supervisory Board Member.
changed on June 23, 2015 registered on June 30, 2015</td></tr>
<tr><td rowspan="5">Branch Offices:</td><td colspan="2">3
10-3, Chuo 4-chome, Aoba-ku, Sendai-shi</td></tr>
<tr><td>10
1-3, Meieki 1-chome, Nakamura-ku, Nagoya-shi</td><td>moved on February 13, 2017
registered on February 13, 2017</td></tr>
<tr><td colspan="2">11
30-23, Hakataekimae 3-chome, Hakata-ku, Fukuoka-shi</td></tr>
<tr><td>24
3rd Floor, South Tower
At Nelson Mandela Square,
CNR 5th Avenue and
Maude Street, Sandton, Johannesburg,
Republic of South Africa</td><td>moved on March 12, 2011
registered on March 18, 2011</td></tr>
<tr><td>30
5-33, Kitahama 4-chome, Chuo-ku, Osaka-shi</td><td>installed on June 22, 2001
registered on July 10, 2001</td></tr>
</table>

New Share Acquisition Rights:	The First New Share Acquisition Rights (as Stock Linked Compensation) Number of New Share Acquisition Rights: 6 rights (1,000 of the Company's common shares per a single new share acquisition right to which subscribers are solicited (the "Solicited New Share Acquisition Rights") shall be issued. However, if adjustments are made to the number of shares as described below, the same adjustment shall also be made here.) changed on March 31, 2018 registered on April 6, 2018 Type and Number (or the Calculation Formula for such Number) Subject to the New Share Acquisition Rights: 6,000 of the Company's common shares. If the Company conducts a stock split or reverse stock split, the number of shares shall be adjusted using the following calculation formula. This adjustment, however, shall only be conducted for the number of shares subject to the Solicited New Share Acquisition Rights that have not been exercised at that time. Fractional shares resulting from the adjustment shall be rounded down. Number of shares after adjustment = Number of shares before adjustment × Split or reverse split ratio changed on March 31, 2018 registered on April 6, 2018 Amount of Payment in Consideration of the Solicited New Share Acquisition Rights or the Calculation Formula for such Payment, or Indication that no Payment is Necessary: The Solicited New Share Acquisition Rights shall be issued without consideration. Value of the Assets to be Contributed upon Exercise of the New Share Acquisition Rights or the Calculation Formula for such Value of Assets: The price to be paid per share issued upon the exercise of the Solicited New Share Acquisition Rights (the "Exercise Price") multiplied by the number of shares subject to such Solicited New Share Acquisition Rights. The Exercise Price shall be 1 yen. Term During which the New Share Acquisition Rights can be Exercised: 10 years from the day following the day on which the person allocated the Solicited New Share Acquisition Rights (the "Grantee") becomes neither a Director nor an Executive Officer.

	Conditions to the Exercise of New Share Acquisition Rights: 1.The Grantee may not exercise the Solicited New Share Acquisition Rights when any of the following circumstances applies. (i)When the Grantee has been sentenced to imprisonment or severer penalty during his/her term of office. (ii)When the Grantee or his/her legal heirs have offered to renounce all or part of the Solicited New Share Acquisition Rights in a document specified by the Company. 2.Transfer, pledge, or any other encumbrance of the Solicited New Share Acquisition Rights shall not be permitted.

3.The legal heirs of the Grantee may inherit the Solicited New Share Acquisition Rights for only 6 months following the death of the Grantee.
4.Other conditions relating to the allocation of the Solicited New Share Acquisition Rights shall be stipulated in an agreement concluded between the Company and each of the persons to whom the Solicited New Share Acquisition Rights will be allocated, based upon the resolution of the 138th Ordinary General Meeting of Shareholders and that of the Board of Directors to issue the Solicited New Share Acquisition Rights.

Redemption of New Share Acquisition Rights:
The Company may redeem the Solicited New Share Acquisition Rights without consideration from a Grantee, if the Grantee falls under any of the conditions of 1. above or becomes unable to exercise the allocated Solicited New Share Acquisition Rights for any reason.

issued on July 31, 2006
registered on August 10, 2006

The Second New Share Acquisition Rights (as Stock Linked Compensation)

Number of New Share Acquisition Rights:
144 rights (100 of the Company’s common shares per a single new share acquisition right to which subscribers are solicited (the “Solicited New Share Acquisition Rights”) shall be issued. However, if adjustments are made to the number of shares as described below, the same adjustment shall also be made here.)
changed on March 31, 2018 registered on April 6, 2018

Type and Number (or the Calculation Formula for such Number) Subject to the New Share Acquisition Rights:
14,400 of the Company’s common shares.
If the Company conducts a stock split or reverse stock split, the number of shares shall be adjusted using the following calculation formula.
This adjustment, however, shall only be conducted for the number of shares subject to the Solicited New Share Acquisition Rights that have not been exercised at that time. Fractional shares resulting from the adjustment shall be rounded down.
Number of shares after adjustment =
Number of shares before adjustment × Split or reverse split ratio
changed on March 31, 2018 registered on April 6, 2018

Amount of Payment in Consideration of the Solicited New Share Acquisition Rights or the Calculation Formula for such Payment, or Indication that no Payment is Necessary:
The Solicited New Share Acquisition Rights shall be issued without consideration.

Value of the Assets to be Contributed upon Exercise of the New Share Acquisition Rights or the Calculation Formula for such Value of Assets:
The price to be paid per share issued upon the exercise of the Solicited New Share Acquisition Rights (the “Exercise Price”) multiplied by the number of shares subject to such new share acquisition rights.
The Exercise Price shall be 1 yen.

Term During which the New Share Acquisition Rights can be Exercised:

10 years from the day following the day on which the person allocated the Solicited New Share Acquisition Rights (the "Grantee") becomes neither a Director nor an Executive Officer

Conditions to the Exercise of New Share Acquisition Rights:

1. Even before the expiration of the exercise period, the Grantee shall lose its right to exercise the Solicited New Share Acquisition Rights when any of the following circumstances applies, and such Solicited New Share Acquisition Rights shall extinguish.
   (i) When the Grantee has been sentenced to imprisonment or severer penalty during his/her term of office.
   (ii) When the Grantee has offered to renounce all or part of the Solicited New Share Acquisition Rights in a document specified by the Company.
2. Transfer, pledge, or any other encumbrance of the Solicited New Share Acquisition Rights shall not be permitted.
3. The legal heirs of the Grantee may inherit the Solicited New Share Acquisition Rights for only 6 months following the death of the Grantee.
4. The Solicited New Share Acquisition Rights shall be exercised only in the number of shares that is the integral multiple of the number of rights in question.

Redemption of New Share Acquisition Rights:

The Company may redeem the Solicited New Share Acquisition Rights without consideration from a Grantee, if the Grantee falls under any of the conditions of 1. above or becomes unable to exercise the allocated Solicited New Share Acquisition Rights for any reason.

issued on July 31, 2007

registered on August 10, 2007

The Third New Share Acquisition Rights (as Stock Linked Compensation)

Number of New Share Acquisition Rights:

297 rights (100 of the Company's common shares per a single new share acquisition right to which subscribers are solicited (the "Solicited New Share Acquisition Rights") shall be issued. However, if adjustments are made to the number of shares as described below, the same adjustment shall also be made here.)

changed on March 31, 2018 registered on April 6, 2018

Type and Number (or the Calculation Formula for such Number) Subject to the New Share Acquisition Rights:

29,700 of the Company's common shares.

If the Company conducts a stock split or reverse stock split, the number of shares shall be adjusted using the following calculation formula.

This adjustment, however, shall only be conducted for the number of shares subject to the Solicited New Share Acquisition Rights that have not been exercised at that time. Fractional shares resulting from the adjustment shall be rounded down.

Number of shares after adjustment =

Number of shares before adjustment × Split or reverse split ratio

changed on March 31, 2018 registered on April 6, 2018

Amount of Payment in Consideration of the Solicited New Share Acquisition Rights or the Calculation Formula for such Payment, or Indication that no Payment is Necessary:

The Solicited New Share Acquisition Rights shall be issued without consideration.

Value of the Assets to be Contributed upon Exercise of the New Share Acquisition Rights or the Calculation Formula for such Value of Assets:

The price to be paid per share issued upon the exercise of the Solicited New Share Acquisition Rights (the "Exercise Price") multiplied by the number of shares subject to such new share acquisition rights.

The Exercise Price shall be 1 yen.

The Exercise Price shall not be adjusted even in the case of the Company's issuance of new shares at a price below the market price, or a stock split or a reverse stock split, following the issuance of the Solicited New Share Acquisition Rights.

Term During which the New Share Acquisition Rights can be Exercised:

10 years from the day following the day on which the person allocated the Solicited New Share Acquisition Rights (the "Grantee") becomes neither a Director nor an Executive Officer.

Conditions to the Exercise of New Share Acquisition Rights:

1.Even before the expiration of the exercise period, the Grantee shall lose its right to exercise the Solicited New Share Acquisition Rights when any of the following circumstances applies, and such Solicited New Share Acquisition Rights shall extinguish.

(i)When the Grantee has been sentenced to imprisonment or severer penalty during his/her term of office.

(ii)When the Grantee or his/her legal heirs have offered to renounce all or part of the Solicited New Share Acquisition Rights in a document specified by the Company.

2.Transfer, pledge, or any other encumbrance of the Solicited New Share Acquisition Rights shall not be permitted.

3.The legal heirs of the Grantee may inherit the Solicited New Share Acquisition Rights for only 6 months following the death of the Grantee.

4.The Solicited New Share Acquisition Rights shall be exercised only in the number of shares that is the integral multiple of the number of rights in question.

Redemption of New Share Acquisition Rights:

The Company may redeem the Solicited New Share Acquisition Rights without consideration from a Grantee, if the Grantee falls under any of the conditions of 1. above or becomes unable to exercise the allocated Solicited New Share Acquisition Rights for any reason.

issued on July 31, 2008

registered on August 6, 2008

	The Fourth New Share Acquisition Rights (as Stock Linked Compensation) Number of New Share Acquisition Rights: 571 rights (100 of the Company's common shares per a single new share acquisition right to which subscribers are solicited (the "Solicited New Share Acquisition Rights") shall be issued. However, if adjustments are made to the number of shares as described below, the same adjustment shall also be made here.) changed on January 31, 2018 registered on February 7, 2018 Type and Number (or the Calculation Formula for such Number) Subject to the New Share Acquisition Rights: 57,100 of the Company's common shares. If the Company conducts a stock split or reverse stock split, the number of shares shall be adjusted using the following calculation formula. This adjustment, however, shall only be conducted for the number of shares subject to the Solicited New Share Acquisition Rights that have not been exercised at that time. Fractional shares resulting from the adjustment shall be rounded down. Number of shares after adjustment = Number of shares before adjustment × Split or reverse split ratio changed on January 31, 2018 registered on February 7, 2018 Amount of Payment in Consideration of the Solicited New Share Acquisition Rights or the Calculation Formula for such Payment, or Indication that no Payment is Necessary: The Solicited New Share Acquisition Rights shall be issued without consideration.
	Value of the Assets to be Contributed upon Exercise of the New Share Acquisition Rights or the Calculation Formula for such Value of Assets: The price to be paid per share issued upon the exercise of the Solicited New Share Acquisition Rights (the "Exercise Price") multiplied by the number of shares subject to such new share acquisition rights. The Exercise Price shall be 1 yen. The Exercise Price shall not be adjusted even in the case of the Company's issuance of new shares at a price below the market price, or a stock split or a reverse stock split, following the issuance of the Solicited New Share Acquisition Rights. Term During which the New Share Acquisition Rights can be Exercised: 10 years from the day following the day on which the person allocated the Solicited New Share Acquisition Rights (the "Grantee") becomes neither a Director nor an Executive Officer. Conditions to the Exercise of New Share Acquisition Rights: 1.Even before the expiration of the exercise period, the Grantee shall lose its right to exercise the Solicited New Share Acquisition Rights when any of the following circumstances applies, and such Solicited New Share Acquisition Rights shall extinguish. (i)When the Grantee has been sentenced to imprisonment or severer penalty during his/her term of office. (ii)When the Grantee or his/her legal heirs have offered to renounce all or part of the Solicited New Share Acquisition Rights in a document specified by the Company.

	2.Transfer, pledge, or any other encumbrance of the Solicited New Share Acquisition Rights shall not be permitted. 3.The legal heirs of the Grantee may inherit the Solicited New Share Acquisition Rights for only 6 months following the death of the Grantee. 4.The Solicited New Share Acquisition Rights shall be exercised only in the number of shares that is the integral multiple of the number of rights in question. Redemption of New Share Acquisition Rights: The Company may redeem the Solicited New Share Acquisition Rights without consideration from a Grantee, if the Grantee falls under any of the conditions of 1. above or becomes unable to exercise the allocated Solicited New Share Acquisition Rights for any reason. issued on July 31, 2009 registered on August 13, 2009

	The Fifth New Share Acquisition Rights (as Stock Linked Compensation) Number of New Share Acquisition Rights: 836 rights (100 of the Company's common shares per a single new share acquisition right to which subscribers are solicited (the "Solicited New Share Acquisition Rights") shall be issued. However, if adjustments are made to the number of shares as described below, the same adjustment shall also be made here.) changed on February 28, 2018 registered on March 9, 2018 Type and Number (or the Calculation Formula for such Number) Subject to the New Share Acquisition Rights: 83,600 of the Company's common shares. If the Company conducts a stock split or reverse stock split, the number of shares shall be adjusted using the following calculation formula. This adjustment, however, shall only be conducted for the number of shares subject to the Solicited New Share Acquisition Rights that have not been exercised at that time. Fractional shares resulting from the adjustment shall be rounded down. Number of shares after adjustment = Number of shares before adjustment × Split or reverse split ratio changed on February 28, 2018 registered on March 9, 2018 Amount of Payment in Consideration of the Solicited New Share Acquisition Rights or the Calculation Formula for such Payment, or Indication that no Payment is Necessary: The Solicited New Share Acquisition Rights shall be issued without consideration. Value of the Assets to be Contributed upon Exercise of the New Share Acquisition Rights or the Calculation Formula for such Value of Assets: The price to be paid per share issued upon the exercise of the Solicited New Share Acquisition Rights (the "Exercise Price") multiplied by the number of shares subject to such new share acquisition rights. The Exercise Price shall be 1 yen. The Exercise Price shall not be adjusted even in the case of the Company's issuance of new shares at a price below the market price, or a stock split or a reverse stock split, following the issuance of the Solicited New Share Acquisition Rights. Term During which the New Share Acquisition Rights can be Exercised: 10 years from the day following the day on which the person allocated the Solicited New Share Acquisition Rights (the "Grantee") becomes neither a Director nor an Executive Officer.
	Conditions to the Exercise of New Share Acquisition Rights: 1. Even before the expiration of the exercise period, the Grantee shall lose its right to exercise the Solicited New Share Acquisition Rights when any of the following circumstances applies, and such Solicited New Share Acquisition Rights shall extinguish. (i) When the Grantee has been sentenced to imprisonment or severer penalty during his/her term of office. (ii) When the Grantee or his/her legal heirs have offered to renounce all or part of the Solicited New Share Acquisition Rights in a document specified by the Company.

2. Transfer, pledge, or any other encumbrance of the Solicited New Share Acquisition Rights shall not be permitted.
3. The legal heirs of the Grantee may inherit the Solicited New Share Acquisition Rights for only 6 months following the death of the Grantee.
4. The Solicited New Share Acquisition Rights shall be exercised only in the number of shares that is the integral multiple of the number of rights in question.

Redemption of New Share Acquisition Rights:
The Company may redeem the Solicited New Share Acquisition Rights without consideration from a Grantee, if the Grantee falls under any of the conditions of 1. above or becomes unable to exercise the allocated Solicited New Share Acquisition Rights for any reason.

issued on July 31, 2010

registered on August 10, 2010

The Sixth New Share Acquisition Rights (as Stock Linked Compensation)

Number of New Share Acquisition Rights:
803 rights (100 of the Company's common shares per a single new share acquisition right to which subscribers are solicited (the "Solicited New Share Acquisition Rights") shall be issued. However, if adjustments are made to the number of shares as described below, the same adjustment shall also be made here.)
changed on February 28, 2018 registered on March 9, 2018

Type and Number (or the Calculation Formula for such Number) Subject to the New Share Acquisition Rights:
80,300 of the Company's common shares.
If the Company conducts a stock split or reverse stock split, the number of shares shall be adjusted using the following calculation formula.
This adjustment, however, shall only be conducted for the number of shares subject to the Solicited New Share Acquisition Rights that have not been exercised at that time. Fractional shares resulting from the adjustment shall be rounded down.

Number of shares after adjustment =
Number of shares before adjustment × Split or reverse split ratio

changed on February 28, 2018 registered on March 9, 2018

Amount of Payment in Consideration of the Solicited New Share Acquisition Rights or the Calculation Formula for such Payment, or Indication that no Payment is Necessary:
The Solicited New Share Acquisition Rights shall be issued without consideration.

	Value of the Assets to be Contributed upon Exercise of the New Share Acquisition Rights or the Calculation Formula for such Value of Assets: The price to be paid per share issued upon the exercise of the Solicited New Share Acquisition Rights (the "Exercise Price") multiplied by the number of shares subject to such new share acquisition rights. The Exercise Price shall be 1 yen. The Exercise Price shall not be adjusted even in the case of the Company's issuance of new shares at a price below the market price, or a stock split or a reverse stock split, following the issuance of the Solicited New Share Acquisition Rights. Term During which the New Share Acquisition Rights can be Exercised: 10 years from the day following the day on which the person allocated the Solicited New Share Acquisition Rights (the "Grantee") becomes neither a Director nor an Executive Officer. Conditions to the Exercise of New Share Acquisition Rights: 1. Even before the expiration of the exercise period, the Grantee shall lose its right to exercise the Solicited New Share Acquisition Rights when any of the following circumstances applies, and such Solicited New Share Acquisition Rights shall extinguish. (i)When the Grantee has been sentenced to imprisonment or severer penalty during his/her term of office. (ii)When the Grantee or his/her legal heirs have offered to renounce all or part of the Solicited New Share Acquisition Rights in a document specified by the Company. 2. Transfer, pledge, or any other encumbrance of the Solicited New Share Acquisition Rights shall not be permitted. 3. The legal heirs of the Grantee may inherit the Solicited New Share Acquisition Rights for only 6 months following the death of the Grantee. 4. The Solicited New Share Acquisition Rights shall be exercised only in the number of shares that is the integral multiple of the number of rights in question. Redemption of New Share Acquisition Rights: The Company may redeem the Solicited New Share Acquisition Rights without consideration from a Grantee, if the Grantee falls under any of the conditions of 1. above or becomes unable to exercise the allocated Solicited New Share Acquisition Rights for any reason. issued on July 31, 2011 registered on August 9, 2011

	The Seventh New Share Acquisition Rights (as Stock Linked Compensation) Number of New Share Acquisition Rights: 1,139 rights (100 of the Company's common shares per a single new share acquisition right to which subscribers are solicited (the "Solicited New Share Acquisition Rights") shall be issued. However, if adjustments are made to the number of shares as described below, the same adjustment shall also be made here.) changed on February 28, 2018 registered on March 9, 2018 Type and Number (or the Calculation Formula for such Number) Subject to the New Share Acquisition Rights: 113,900 of the Company's common shares. If the Company conducts a stock split or reverse stock split, the number of shares shall be adjusted using the following calculation formula. This adjustment, however, shall only be conducted for the number of shares subject to the Solicited New Share Acquisition Rights that have not been exercised at that time. Fractional shares resulting from the adjustment shall be rounded down. Number of shares after adjustment = Number of shares before adjustment × Split or reverse split ratio changed on February 28, 2018 registered on March 9, 2018 Amount of Payment in Consideration of the Solicited New Share Acquisition Rights or the Calculation Formula for such Payment, or Indication that no Payment is Necessary: The Solicited New Share Acquisition Rights shall be issued without consideration. Value of the Assets to be Contributed upon Exercise of the New Share Acquisition Rights or the Calculation Formula for such Value of Assets: The price to be paid per share issued upon the exercise of the Solicited New Share Acquisition Rights (the "Exercise Price") multiplied by the number of shares subject to such new share acquisition rights. The Exercise Price shall be 1 yen. The Exercise Price shall not be adjusted even in the case of the Company's issuance of new shares at a price below the market price, or a stock split or a reverse stock split, following the issuance of the Solicited New Share Acquisition Rights. Term During which the New Share Acquisition Rights can be Exercised: 10 years from the day following the day on which the person allocated the Solicited New Share Acquisition Rights (the "Grantee") becomes neither a Director nor an Executive Officer.

	Conditions to the Exercise of New Share Acquisition Rights: 1. Even before the expiration of the exercise period, the Grantee shall lose its right to exercise the Solicited New Share Acquisition Rights when any of the following circumstances applies, and such Solicited New Share Acquisition Rights shall extinguish. (i)When the Grantee has been sentenced to imprisonment or severer penalty during his/her term of office. (ii)When the Grantee or his/her legal heirs have offered to renounce all or part of the Solicited New Share Acquisition Rights in a document specified by the Company. 2. Transfer, pledge, or any other encumbrance of the Solicited New Share Acquisition Rights shall not be permitted. 3. The legal heirs of the Grantee may inherit the Solicited New Share Acquisition Rights for only 6 months following the death of the Grantee. 4. The Solicited New Share Acquisition Rights shall be exercised only in the number of shares that is the integral multiple of the number of rights in question. Redemption of New Share Acquisition Rights: The Company may redeem the Solicited New Share Acquisition Rights without consideration from a Grantee, if the Grantee falls under any of the conditions of 1. above or becomes unable to exercise the allocated Solicited New Share Acquisition Rights for any reason.
	issued on July 31, 2012 registered on August 13, 2012

	The Eighth New Share Acquisition Rights (as Stock Linked Compensation) Number of New Share Acquisition Rights: 992 rights (100 of the Company's common shares per a single new share acquisition right to which subscribers are solicited (the "Solicited New Share Acquisition Rights") shall be issued. However, if adjustments are made to the number of shares as described below, the same adjustment shall also be made here.) changed on February 28, 2018 registered on March 9, 2018 Type and Number (or the Calculation Formula for such Number) Subject to the New Share Acquisition Rights: 99,200 of the Company's common shares. If the Company conducts a stock split or reverse stock split, the number of shares shall be adjusted using the following calculation formula. This adjustment, however, shall only be conducted for the number of shares subject to the Solicited New Share Acquisition Rights that have not been exercised at that time. Fractional shares resulting from the adjustment shall be rounded down. Number of shares after adjustment = Number of shares before adjustment × Split or reverse split ratio changed on February 28, 2018 registered on March 9, 2018 Amount of Payment in Consideration of the Solicited New Share Acquisition Rights or the Calculation Formula for such Payment, or Indication that no Payment is Necessary: The Solicited New Share Acquisition Rights shall be issued without consideration. Value of the Assets to be Contributed upon Exercise of the New Share Acquisition Rights or the Calculation Formula for such Value of Assets: The price to be paid per share issued upon the exercise of the Solicited New Share Acquisition Rights (the "Exercise Price") multiplied by the number of shares subject to such new share acquisition rights. The Exercise Price shall be 1 yen. The Exercise Price shall not be adjusted even in the case of the Company's issuance of new shares at a price below the market price, or a stock split or a reverse stock split, following the issuance of the Solicited New Share Acquisition Rights. Term During which the New Share Acquisition Rights can be Exercised: 10 years from the day following the day on which the person allocated the Solicited New Share Acquisition Rights (the "Grantee") becomes neither a Director nor an Executive Officer.

	Conditions to the Exercise of New Share Acquisition Rights: 1. Even before the expiration of the exercise period, the Grantee shall lose its right to exercise the Solicited New Share Acquisition Rights when any of the following circumstances applies, and such Solicited New Share Acquisition Rights shall extinguish. (i)When the Grantee has been sentenced to imprisonment or severer penalty during his/her term of office. (ii)When the Grantee or his/her legal heirs have offered to renounce all or part of the Solicited New Share Acquisition Rights in a document specified by the Company. 2. Transfer, pledge, or any other encumbrance of the Solicited New Share Acquisition Rights shall not be permitted. 3. The legal heirs of the Grantee may inherit the Solicited New Share Acquisition Rights for only 6 months following the death of the Grantee. 4. The Solicited New Share Acquisition Rights shall be exercised only in the number of shares that is the integral multiple of the number of rights in question. Redemption of New Share Acquisition Rights: The Company may redeem the Solicited New Share Acquisition Rights without consideration from a Grantee, if the Grantee falls under any of the conditions of 1. above or becomes unable to exercise the allocated Solicited New Share Acquisition Rights for any reason.	
		issued on July 31, 2013 registered on August 8, 2013

The Twelfth New Share Acquisition Rights

Number of New Share Acquisition Rights:

1,230 rights (100 of the Company's common shares per a single new share acquisition right to which subscribers are solicited (the "Solicited New Share Acquisition Rights") shall be issued. However, if adjustments are made to the number of shares as described below, the same adjustment shall also be made here.)

changed on March 31, 2018 registered on April 6, 2018

Type and Number (or the Calculation Formula for such Number) Subject to the New Share Acquisition Rights:

123,000 of the Company's common shares.

If the Company conducts a stock split or reverse stock split, the number of shares shall be adjusted using the following calculation formula.

This adjustment, however, shall only be conducted for the number of shares subject to the Solicited New Share Acquisition Rights that have not been exercised at that time. Fractional shares resulting from the adjustment shall be rounded down.

Number of shares after adjustment =
Number of shares before adjustment × Split or reverse split ratio

changed on March 31, 2018 registered on April 6, 2018

Amount of Payment in Consideration of the Solicited New Share Acquisition Rights or the Calculation Formula for such Payment, or Indication that no Payment is Necessary:

The Solicited New Share Acquisition Rights shall be issued without consideration.

Value of the Assets to be Contributed upon Exercise of the New Share Acquisition Rights or the Calculation Formula for such Value of Assets:

1,312 yen per share.

The price to be paid per share issued upon the exercise of the Solicited New Share Acquisition Rights (the "Exercise Price") multiplied by the number of shares subject to such new share acquisition rights.

If the Company issues the new shares at a price below market price, the Exercise Price shall be adjusted using the following formula and then rounded up to eliminate any yen fractions arising from the adjustment.

However, this formula shall not be utilized upon the exercise of the Solicited New Share Acquisition Rights or public stock offerings that have a fair issuing price for the stock

$$\text{Post-adjustment Exercise Price} = \text{Pre-adjustment Exercise Price} \times \frac{\text{Number of shares already issued} + \dfrac{\text{Number of shares newly issued} \times \text{Price paid per newly issued share}}{\text{Share price before new issuance}}}{\text{Number of shares already issued} + \text{Increase in Number of shares resulting from new issuance}}$$

	Moreover, if the Company conducts a stock split or a reverse stock split following the issuance of the Solicited New Share Acquisition Rights, the Exercise Price shall be adjusted in proportion to the ratio of the stock split or reverse stock split, rounding up fractions of 1 yen resulting from the adjustment. In addition to the above, if the adjustment of the Exercise Price is necessary, for example if the Company merges with another company, or merges or absorbs by spin-off following the issuance of the Solicited New Share Acquisition Rights, it shall be properly adjusted within reasonable limits. Term During which the New Share Acquisition Rights can be Exercised: The exercise period shall be from April 1, 2014 to June 30, 2018. Conditions to the Exercise of New Share Acquisition Rights: 1. A person that has been allocated the Solicited New Share Acquisition Rights (the "Grantee") must also be, at the time of exercise thereof, a Director, Executive Officer or Corporate Officer of the Company. 2. Even before the expiration of the exercise period, the Grantee shall lose its right to exercise the Solicited New Share Acquisition Rights when any of the following circumstances applies, and such Solicited New Share Acquisition Rights shall extinguish. (i) When the Grantee has been sentenced to imprisonment or severer penalty during his/her term of office. (ii) When the Grantee passes away. (iii) When the Grantee has offered to renounce all or part of the Solicited New Share Acquisition Rights in a document specified by the Company. 3. Transfer, pledge or any other encumbrance as well as the inheritance of the Solicited New Share Acquisition Rights shall not be permitted. 4. The Solicited New Share Acquisition Rights shall be exercised only in the number of shares that is the integral multiple of the number of rights in question. Redemption of New Share Acquisition Rights: The Company may redeem the Solicited New Share Acquisition Rights without consideration from a Grantee, if the Grantee ceases to satisfy the requirement under 1. above, falls under any of the circumstances under 2. above or becomes unable to exercise the allocated Solicited New Share Acquisition Rights for any reason. issued on July 31, 2013 registered on August 8, 2013
	The Ninth New Share Acquisition Rights (as Stock Linked Compensation) Number of New Share Acquisition Rights: 1,105 rights (100 of the Company's common shares per a single new share acquisition right to which subscribers are solicited (the "Solicited New Share Acquisition Rights") shall be issued. However, if adjustments are made to the number of shares as described below, the same adjustment shall also be made here.) changed on August 31, 2016 registered on September 5, 2016

	Type and Number (or the Calculation Formula for such Number) Subject to the New Share Acquisition Rights: 110,500 of the Company's common shares. If the Company conducts a stock split or reverse stock split, the number of shares shall be adjusted using the following calculation formula. This adjustment, however, shall only be conducted for the number of shares subject to the Solicited New Share Acquisition Rights that have not been exercised at that time. Fractional shares resulting from the adjustment shall be rounded down. Number of shares after adjustment = Number of shares before adjustment × Split or reverse split ratio changed on August 31, 2016 registered on September 5, 2016 Amount of Payment in Consideration of the Solicited New Share Acquisition Rights or the Calculation Formula for such Payment, or Indication that no Payment is Necessary: The Solicited New Share Acquisition Rights shall be issued without consideration. Value of the Assets to be Contributed upon Exercise of the New Share Acquisition Rights or the Calculation Formula for such Value of Assets: The price to be paid per share issued upon the exercise of the Solicited New Share Acquisition Rights (the "Exercise Price") multiplied by the number of shares subject to such new share acquisition rights. The Exercise Price shall be 1 yen. The Exercise Price shall not be adjusted even in the case of the Company's issuance of new shares at a price below the market price, or a stock split or a reverse stock split, following the issuance of the Solicited New Share Acquisition Rights. Term During which the New Share Acquisition Rights can be Exercised: 10 years from the day following the day on which the person allocated the Solicited New Share Acquisition Rights (the "Grantee") becomes neither a Director nor an Executive Officer.
	Conditions to the Exercise of New Share Acquisition Rights: 1. Even before the expiration of the exercise period, the Grantee shall lose its right to exercise the Solicited New Share Acquisition Rights when any of the following circumstances applies, and such Solicited New Share Acquisition Rights shall extinguish. (i)When the Grantee has been sentenced to imprisonment or severer penalty during his/her term of office. (ii)When the Grantee or his/her legal heirs have offered to renounce all or part of the Solicited New Share Acquisition Rights in a document specified by the Company. 2. Transfer, pledge, or any other encumbrance of the Solicited New Share Acquisition Rights shall not be permitted. 3. The legal heirs of the Grantee may inherit the Solicited New Share Acquisition Rights for only 6 months following the death of the Grantee. 4. The Solicited New Share Acquisition Rights shall be exercised only in the number of shares that is the integral multiple of the number of rights in question.

	Redemption of New Share Acquisition Rights: The Company may redeem the Solicited New Share Acquisition Rights without consideration from a Grantee, if the Grantee falls under any of the conditions of 1. above or becomes unable to exercise the allocated Solicited New Share Acquisition Rights for any reason. issued on August 1, 2014 registered on August 7, 2014

	The Thirteenth New Share Acquisition Rights Number of New Share Acquisition Rights: 1,560 rights (100 of the Company's common shares per a single new share acquisition right to which subscribers are solicited (the "Solicited New Share Acquisition Rights") shall be issued. However, if adjustments are made to the number of shares as described below, the same adjustment shall also be made here.) changed on March 31, 2018 registered on April 6, 2018

Type and Number (or the Calculation Formula for such Number) Subject to the New Share Acquisition Rights:

156,000 of the Company's common shares.

If the Company conducts a stock split or reverse stock split, the number of shares shall be adjusted using the following calculation formula.

This adjustment, however, shall only be conducted for the number of shares subject to the Solicited New Share Acquisition Rights that have not been exercised at that time. Fractional shares resulting from the adjustment shall be rounded down.

Number of shares after adjustment =
Number of shares before adjustment × Split or reverse split ratio

changed on March 31, 2018 registered on April 6, 2018

Amount of Payment in Consideration of the Solicited New Share Acquisition Rights or the Calculation Formula for such Payment, or Indication that no Payment is Necessary:

The Solicited New Share Acquisition Rights shall be issued without consideration.

Value of the Assets to be Contributed upon Exercise of the New Share Acquisition Rights or the Calculation Formula for such Value of Assets:

1,441 yen per share.

The price to be paid per share issued upon the exercise of the Solicited New Share Acquisition Rights (the "Exercise Price") multiplied by the number of shares subject to such new share acquisition rights.

If the Company issues the new shares at a price below market price, the Exercise Price shall be adjusted using the following formula and then rounded up to eliminate any yen fractions arising from the adjustment.

However, this formula shall not be utilized upon the exercise of the Solicited New Share Acquisition Rights or public stock offerings that have a fair issuing price for the stock

$$\text{Post-adjustment Exercise Price} = \text{Pre-adjustment Exercise Price} \times \frac{\text{Number of shares already issued} + \dfrac{\text{Number of shares newly issued} \times \text{Price paid per newly issued share}}{\text{Share price before new issuance}}}{\text{Number of shares already issued} + \text{Increase in Number of shares resulting from new issuance}}$$

	Moreover, if the Company conducts a stock split or a reverse stock split following the issuance of the Solicited New Share Acquisition Rights, the Exercise Price shall be adjusted in proportion to the ratio of the stock split or reverse stock split, rounding up fractions of 1 yen resulting from the adjustment. In addition to the above, if the adjustment of the Exercise Price is necessary, for example if the Company merges with another company, or merges or absorbs by spin-off following the issuance of the Solicited New Share Acquisition Rights, it shall be properly adjusted within reasonable limits. Term During which the New Share Acquisition Rights can be Exercised: The exercise period shall be from April 1, 2015 to June 30, 2019. Conditions to the Exercise of New Share Acquisition Rights: 1. A person that has been allocated the Solicited New Share Acquisition Rights (the "Grantee") must also be, at the time of exercise thereof, a Director, Executive Officer or Corporate Officer of the Company. 2. Even before the expiration of the exercise period, the Grantee shall lose its right to exercise the Solicited New Share Acquisition Rights when any of the following circumstances applies, and such Solicited New Share Acquisition Rights shall extinguish. (i) When the Grantee has been sentenced to imprisonment or severer penalty during his/her term of office. (ii) When the Grantee passes away. (iii) When the Grantee has offered to renounce all or part of the Solicited New Share Acquisition Rights in a document specified by the Company. 3. Transfer, pledge or any other encumbrance as well as the inheritance of the Solicited New Share Acquisition Rights shall not be permitted. 4. The Solicited New Share Acquisition Rights shall be exercised only in the number of shares that is the integral multiple of the number of rights in question. Redemption of New Share Acquisition Rights: The Company may redeem the Solicited New Share Acquisition Rights without consideration from a Grantee, if the Grantee ceases to satisfy the requirement under 1. above, falls under any of the circumstances under 2. above or becomes unable to exercise the allocated Solicited New Share Acquisition Rights for any reason. issued on August 1, 2014 registered on August 7, 2014
	The Tenth New Share Acquisition Rights (as Stock Linked Compensation) Number of New Share Acquisition Rights: 1,134 rights (100 of the Company's common shares per a single new share acquisition right to which subscribers are solicited (the "Solicited New Share Acquisition Rights") shall be issued. However, if adjustments are made to the number of shares as described below, the same adjustment shall also be made here.) changed on August 31, 2016 registered on September 5, 2016

	Type and Number (or the Calculation Formula for such Number) Subject to the New Share Acquisition Rights: 113,400 of the Company's common shares. If the Company conducts a stock split or reverse stock split, the number of shares shall be adjusted using the following calculation formula. This adjustment, however, shall only be conducted for the number of shares subject to the Solicited New Share Acquisition Rights that have not been exercised at that time. Fractional shares resulting from the adjustment shall be rounded down. Number of shares after adjustment = Number of shares before adjustment × Split or reverse split ratio changed on August 31, 2016 registered on September 5, 2016 Amount of Payment in Consideration of the Solicited New Share Acquisition Rights or the Calculation Formula for such Payment, or Indication that no Payment is Necessary: The Solicited New Share Acquisition Rights shall be issued without consideration. Value of the Assets to be Contributed upon Exercise of the New Share Acquisition Rights or the Calculation Formula for such Value of Assets: The price to be paid per share issued upon the exercise of the Solicited New Share Acquisition Rights (the "Exercise Price") multiplied by the number of shares subject to such new share acquisition rights. The Exercise Price shall be 1 yen. The Exercise Price shall not be adjusted even in the case of the Company's issuance of new shares at a price below the market price, or a stock split or a reverse stock split, following the issuance of the Solicited New Share Acquisition Rights. Term During which the New Share Acquisition Rights can be Exercised: 10 years from the day following the day on which the person allocated the Solicited New Share Acquisition Rights (the "Grantee") becomes neither a Director nor an Executive Officer.
	Conditions to the Exercise of New Share Acquisition Rights: 1. Even before the expiration of the exercise period, the Grantee shall lose its right to exercise the Solicited New Share Acquisition Rights when any of the following circumstances applies, and such Solicited New Share Acquisition Rights shall extinguish. (i)When the Grantee has been sentenced to imprisonment or severer penalty during his/her term of office. (ii)When the Grantee or his/her legal heirs have offered to renounce all or part of the Solicited New Share Acquisition Rights in a document specified by the Company. 2. Transfer, pledge, or any other encumbrance of the Solicited New Share Acquisition Rights shall not be permitted. 3. The legal heirs of the Grantee may inherit the Solicited New Share Acquisition Rights for only 6 months following the death of the Grantee. 4. The Solicited New Share Acquisition Rights shall be exercised only in the number of shares that is the integral multiple of the number of rights in question.

	Redemption of New Share Acquisition Rights: The Company may redeem the Solicited New Share Acquisition Rights without consideration from a Grantee, if the Grantee falls under any of the conditions of 1. above or becomes unable to exercise the allocated Solicited New Share Acquisition Rights for any reason. issued on July 31, 2015 registered on August 7, 2015

	The Fourteenth New Share Acquisition Rights Number of New Share Acquisition Rights: 1,454 rights (100 of the Company's common shares per a single new share acquisition right to which subscribers are solicited (the "Solicited New Share Acquisition Rights") shall be issued. However, if adjustments are made to the number of shares as described below, the same adjustment shall also be made here.) changed on March 31, 2018 registered on April 6, 2018

Type and Number (or the Calculation Formula for such Number) Subject to the New Share Acquisition Rights:

145,400 of the Company's common shares.

If the Company conducts a stock split or reverse stock split, the number of shares shall be adjusted using the following calculation formula.

This adjustment, however, shall only be conducted for the number of shares subject to the Solicited New Share Acquisition Rights that have not been exercised at that time. Fractional shares resulting from the adjustment shall be rounded down.

Number of shares after adjustment =

Number of shares before adjustment × Split or reverse split ratio

changed on March 31, 2018 registered on April 6, 2018

Amount of Payment in Consideration of the Solicited New Share Acquisition Rights or the Calculation Formula for such Payment, or Indication that no Payment is Necessary:

The Solicited New Share Acquisition Rights shall be issued without consideration.

Value of the Assets to be Contributed upon Exercise of the New Share Acquisition Rights or the Calculation Formula for such Value of Assets:

1,532 yen per share.

The price to be paid per share issued upon the exercise of the Solicited New Share Acquisition Rights (the "Exercise Price") multiplied by the number of shares subject to such new share acquisition rights.

If the Company issues the new shares at a price below market price, the Exercise Price shall be adjusted using the following formula and then rounded up to eliminate any yen fractions arising from the adjustment.

However, this formula shall not be utilized upon the exercise of the Solicited New Share Acquisition Rights or public stock offerings that have a fair issuing price for the stock

$$\text{Post-adjustment Exercise Price} = \text{Pre-adjustment Exercise Price} \times \frac{\text{Number of shares already issued} + \dfrac{\text{Number of shares newly issued} \times \text{Price paid per newly issued share}}{\text{Share price before new issuance}}}{\text{Number of shares already issued} + \text{Increase in Number of shares resulting from new issuance}}$$

	Moreover, if the Company conducts a stock split or a reverse stock split following the issuance of the Solicited New Share Acquisition Rights, the Exercise Price shall be adjusted in proportion to the ratio of the stock split or reverse stock split, rounding up fractions of 1 yen resulting from the adjustment. In addition to the above, if the adjustment of the Exercise Price is necessary, for example if the Company merges with another company, or merges or absorbs by spin-off following the issuance of the Solicited New Share Acquisition Rights, it shall be properly adjusted within reasonable limits. Term During which the New Share Acquisition Rights can be Exercised: The exercise period shall be from April 1, 2016 to June 30, 2020. Conditions to the Exercise of New Share Acquisition Rights: 1. A person that has been allocated the Solicited New Share Acquisition Rights (the “Grantee”) must also be, at the time of exercise thereof, a Director, Executive Officer or Corporate Officer of the Company. 2. Even before the expiration of the exercise period, the Grantee shall lose its right to exercise the Solicited New Share Acquisition Rights when any of the following circumstances applies, and such Solicited New Share Acquisition Rights shall extinguish. (i) When the Grantee has been sentenced to imprisonment or severer penalty during his/her term of office. (ii) When the Grantee passes away. (iii) When the Grantee has offered to renounce all or part of the Solicited New Share Acquisition Rights in a document specified by the Company. 3. Transfer, pledge or any other encumbrance as well as the inheritance of the Solicited New Share Acquisition Rights shall not be permitted. 4. The Solicited New Share Acquisition Rights shall be exercised only in the number of shares that is the integral multiple of the number of rights in question. Redemption of New Share Acquisition Rights: The Company may redeem the Solicited New Share Acquisition Rights without consideration from a Grantee, if the Grantee ceases to satisfy the requirement under 1. above, falls under any of the circumstances under 2. above or becomes unable to exercise the allocated Solicited New Share Acquisition Rights for any reason. issued on July 31, 2015 registered on August 7, 2015

	The Eleventh New Share Acquisition Rights (as Stock Linked Compensation) Number of New Share Acquisition Rights: 1,695 rights (100 of the Company's common shares per a single new share acquisition right to which subscribers are solicited (the "Solicited New Share Acquisition Rights") shall be issued. However, if adjustments are made to the number of shares as described below, the same adjustment shall also be made here.) Type and Number (or the Calculation Formula for such Number) Subject to the New Share Acquisition Rights: 169,500 of the Company's common shares. If the Company conducts a stock split or reverse stock split, the number of shares shall be adjusted using the following calculation formula. This adjustment, however, shall only be conducted for the number of shares subject to the Solicited New Share Acquisition Rights that have not been exercised at that time. Fractional shares resulting from the adjustment shall be rounded down. Number of shares after adjustment = Number of shares before adjustment × Split or reverse split ratio Amount of Payment in Consideration of the Solicited New Share Acquisition Rights or the Calculation Formula for such Payment, or Indication that no Payment is Necessary: The Solicited New Share Acquisition Rights shall be issued without consideration. Value of the Assets to be Contributed upon Exercise of the New Share Acquisition Rights or the Calculation Formula for such Value of Assets: The price to be paid per share issued upon the exercise of the Solicited New Share Acquisition Rights (the "Exercise Price") multiplied by the number of shares subject to such new share acquisition rights. The Exercise Price shall be 1 yen. The Exercise Price shall not be adjusted even in the case of the Company's issuance of new shares at a price below the market price, or a stock split or a reverse stock split, following the issuance of the Solicited New Share Acquisition Rights. Term During which the New Share Acquisition Rights can be Exercised: 10 years from the day following the day on which the person allocated the Solicited New Share Acquisition Rights (the "Grantee") becomes neither a Director nor an Executive Officer.

	Conditions to the Exercise of New Share Acquisition Rights: 1. Even before the expiration of the exercise period, the Grantee shall lose its right to exercise the Solicited New Share Acquisition Rights when any of the following circumstances applies, and such Solicited New Share Acquisition Rights shall extinguish. (i)When the Grantee has been sentenced to imprisonment or severer penalty during his/her term of office. (ii)When the Grantee or his/her legal heirs have offered to renounce all or part of the Solicited New Share Acquisition Rights in a document specified by the Company. 2. Transfer, pledge, or any other encumbrance of the Solicited New Share Acquisition Rights shall not be permitted. 3. The legal heirs of the Grantee may inherit the Solicited New Share Acquisition Rights for only 6 months following the death of the Grantee. 4. The Solicited New Share Acquisition Rights shall be exercised only in the number of shares that is the integral multiple of the number of rights in question. Redemption of New Share Acquisition Rights: The Company may redeem the Solicited New Share Acquisition Rights without consideration from a Grantee, if the Grantee falls under any of the conditions of 1. above or becomes unable to exercise the allocated Solicited New Share Acquisition Rights for any reason. issued on August 2, 2016 registered on August 9, 2016

The Fifteenth New Share Acquisition Rights

Number of New Share Acquisition Rights:

1,750 rights (100 of the Company's common shares per a single new share acquisition right to which subscribers are solicited (the "Solicited New Share Acquisition Rights") shall be issued. However, if adjustments are made to the number of shares as described below, the same adjustment shall also be made here.)

changed on February 28, 2018 registered on March 9, 2018

Type and Number (or the Calculation Formula for such Number) Subject to the New Share Acquisition Rights:

175,000 of the Company's common shares.

If the Company conducts a stock split or reverse stock split, the number of shares shall be adjusted using the following calculation formula.

This adjustment, however, shall only be conducted for the number of shares subject to the Solicited New Share Acquisition Rights that have not been exercised at that time. Fractional shares resulting from the adjustment shall be rounded down.

Number of shares after adjustment =
Number of shares before adjustment × Split or reverse split ratio

changed on February 28, 2018 registered on March 9, 2018

Amount of Payment in Consideration of the Solicited New Share Acquisition Rights or the Calculation Formula for such Payment, or Indication that no Payment is Necessary:

The Solicited New Share Acquisition Rights shall be issued without consideration.

Value of the Assets to be Contributed upon Exercise of the New Share Acquisition Rights or the Calculation Formula for such Value of Assets:

1,124 yen per share.

The price to be paid per share issued upon the exercise of the Solicited New Share Acquisition Rights (the "Exercise Price") multiplied by the number of shares subject to such new share acquisition rights.

If the Company issues the new shares at a price below market price, the Exercise Price shall be adjusted using the following formula and then rounded up to eliminate any yen fractions arising from the adjustment.

However, this formula shall not be utilized upon the exercise of the Solicited New Share Acquisition Rights or public stock offerings that have a fair issuing price for the stock

$$\text{Post-adjustment Exercise Price} = \text{Pre-adjustment Exercise Price} \times \frac{\text{Number of shares already issued} + \dfrac{\text{Number of shares newly issued} \times \text{Price paid per newly issued share}}{\text{Share price before new issuance}}}{\text{Number of shares already issued} + \text{Increase in Number of shares resulting from new issuance}}$$

Moreover, if the Company conducts a stock split or a reverse stock split following the issuance of the Solicited New Share Acquisition Rights, the Exercise Price shall be adjusted in proportion to the ratio of the stock split or reverse stock split, rounding up fractions of 1 yen resulting from the adjustment.

In addition to the above, if the adjustment of the Exercise Price is necessary, for example if the Company merges with another company, or merges or absorbs by spin-off following the issuance of the Solicited New Share Acquisition Rights, it shall be properly adjusted within reasonable limits.

Term During which the New Share Acquisition Rights can be Exercised:

The exercise period shall be from April 1, 2017 to June 30, 2021.

Conditions to the Exercise of New Share Acquisition Rights:

1. A person that has been allocated the Solicited New Share Acquisition Rights (the “Grantee”) must also be, at the time of exercise thereof, a Director, Executive Officer or Corporate Officer of the Company.
2. Even before the expiration of the exercise period, the Grantee shall lose its right to exercise the Solicited New Share Acquisition Rights when any of the following circumstances applies, and such Solicited New Share Acquisition Rights shall extinguish.
   (i) When the Grantee has been sentenced to imprisonment or severer penalty during his/her term of office.
   (ii) When the Grantee passes away.
   (iii) When the Grantee has offered to renounce all or part of the Solicited New Share Acquisition Rights in a document specified by the Company.
3. Transfer, pledge or any other encumbrance as well as the inheritance of the Solicited New Share Acquisition Rights shall not be permitted.
4. The Solicited New Share Acquisition Rights shall be exercised only in the number of shares that is the integral multiple of the number of rights in question.

Redemption of New Share Acquisition Rights:

The Company may redeem the Solicited New Share Acquisition Rights without consideration from a Grantee, if the Grantee ceases to satisfy the requirement under 1. above, falls under any of the circumstances under 2. above or becomes unable to exercise the allocated Solicited New Share Acquisition Rights for any reason.

issued on August 2, 2016

registered on August 9, 2016

	The Twelfth New Share Acquisition Rights (as Stock Linked Compensation) Number of New Share Acquisition Rights: 1,370 rights (100 of the Company’s common shares per a single new share acquisition right to which subscribers are solicited (the “Solicited New Share Acquisition Rights”) shall be issued. However, if adjustments are made to the number of shares as described below, the same adjustment shall also be made here.) Type and Number (or the Calculation Formula for such Number) Subject to the New Share Acquisition Rights: 137,000 of the Company’s common shares. If the Company conducts a stock split or reverse stock split, the number of shares shall be adjusted using the following calculation formula. This adjustment, however, shall only be conducted for the number of shares subject to the Solicited New Share Acquisition Rights that have not been exercised at that time. Fractional shares resulting from the adjustment shall be rounded down. Number of shares after adjustment = Number of shares before adjustment × Split or reverse split ratio Amount of Payment in Consideration of the Solicited New Share Acquisition Rights or the Calculation Formula for such Payment, or Indication that no Payment is Necessary: The Solicited New Share Acquisition Rights shall be issued without consideration. Value of the Assets to be Contributed upon Exercise of the New Share Acquisition Rights or the Calculation Formula for such Value of Assets: The price to be paid per share issued upon the exercise of the Solicited New Share Acquisition Rights (the “Exercise Price”) multiplied by the number of shares subject to such new share acquisition rights. The Exercise Price shall be 1 yen. The Exercise Price shall not be adjusted even in the case of the Company’s issuance of new shares at a price below the market price, or a stock split or a reverse stock split, following the issuance of the Solicited New Share Acquisition Rights. Term During which the New Share Acquisition Rights can be Exercised: 10 years from the day following the day on which the person allocated the Solicited New Share Acquisition Rights (the “Grantee”) becomes neither a Director nor an Executive Officer.

	Conditions to the Exercise of New Share Acquisition Rights: 1. Even before the expiration of the exercise period, the Grantee shall lose its right to exercise the Solicited New Share Acquisition Rights when any of the following circumstances applies, and such Solicited New Share Acquisition Rights shall extinguish. (i)When the Grantee has been sentenced to imprisonment or severer penalty during his/her term of office. (ii)When the Grantee or his/her legal heirs have offered to renounce all or part of the Solicited New Share Acquisition Rights in a document specified by the Company. 2. Transfer, pledge, or any other encumbrance of the Solicited New Share Acquisition Rights shall not be permitted. 3. The legal heirs of the Grantee may inherit the Solicited New Share Acquisition Rights for only 6 months following the death of the Grantee. 4. The Solicited New Share Acquisition Rights shall be exercised only in the number of shares that is the integral multiple of the number of rights in question. Redemption of New Share Acquisition Rights: The Company may redeem the Solicited New Share Acquisition Rights without consideration from a Grantee, if the Grantee falls under any of the conditions of 1. above or becomes unable to exercise the allocated Solicited New Share Acquisition Rights for any reason.	
		issued on July 31, 2017 registered on August 4, 2017

	The Sixteenth New Share Acquisition Rights Number of New Share Acquisition Rights: 2,050 rights (100 of the Company's common shares per a single new share acquisition right to which subscribers are solicited (the "Solicited New Share Acquisition Rights") shall be issued. However, if adjustments are made to the number of shares as described below, the same adjustment shall also be made here.) Type and Number (or the Calculation Formula for such Number) Subject to the New Share Acquisition Rights: 205,000 of the Company's common shares. If the Company conducts a stock split or reverse stock split, the number of shares shall be adjusted using the following calculation formula. This adjustment, however, shall only be conducted for the number of shares subject to the Solicited New Share Acquisition Rights that have not been exercised at that time. Fractional shares resulting from the adjustment shall be rounded down. Number of shares after adjustment = Number of shares before adjustment × Split or reverse split ratio Amount of Payment in Consideration of the Solicited New Share Acquisition Rights or the Calculation Formula for such Payment, or Indication that no Payment is Necessary: The Solicited New Share Acquisition Rights shall be issued without consideration. Value of the Assets to be Contributed upon Exercise of the New Share Acquisition Rights or the Calculation Formula for such Value of Assets: 1,516 yen per share. The price to be paid per share issued upon the exercise of the Solicited New Share Acquisition Rights (the "Exercise Price") multiplied by the number of shares subject to such new share acquisition rights. If the Company issues the new shares at a price below market price, the Exercise Price shall be adjusted using the following formula and then rounded up to eliminate any yen fractions arising from the adjustment. However, this formula shall not be utilized upon the exercise of the Solicited New Share Acquisition Rights or public stock offerings that have a fair issuing price for the stock $$\text{Post-adjustment Exercise Price} = \text{Pre-adjustment Exercise Price} \times \frac{\text{Number of shares already issued} + \dfrac{\text{Number of shares newly issued} \times \text{Price paid per newly issued share}}{\text{Share price before new issuance}}}{\text{Number of shares already issued} + \text{Increase in Number of shares resulting from new issuance}}$$

	Moreover, if the Company conducts a stock split or a reverse stock split following the issuance of the Solicited New Share Acquisition Rights, the Exercise Price shall be adjusted in proportion to the ratio of the stock split or reverse stock split, rounding up fractions of 1 yen resulting from the adjustment. In addition to the above, if the adjustment of the Exercise Price is necessary, for example if the Company merges with another company, or merges or absorbs by spin-off following the issuance of the Solicited New Share Acquisition Rights, it shall be properly adjusted within reasonable limits. Term During which the New Share Acquisition Rights can be Exercised: The exercise period shall be from April 1, 2018 to June 30, 2022. Conditions to the Exercise of New Share Acquisition Rights: 1. A person that has been allocated the Solicited New Share Acquisition Rights (the "Grantee") must also be, at the time of exercise thereof, a Director, Executive Officer or Corporate Officer of the Company. 2. Even before the expiration of the exercise period, the Grantee shall lose its right to exercise the Solicited New Share Acquisition Rights when any of the following circumstances applies, and such Solicited New Share Acquisition Rights shall extinguish. (i) When the Grantee has been sentenced to imprisonment or severer penalty during his/her term of office. (ii) When the Grantee passes away. (iii) When the Grantee has offered to renounce all or part of the Solicited New Share Acquisition Rights in a document specified by the Company. 3. Transfer, pledge or any other encumbrance as well as the inheritance of the Solicited New Share Acquisition Rights shall not be permitted. 4. The Solicited New Share Acquisition Rights shall be exercised only in the number of shares that is the integral multiple of the number of rights in question. Redemption of New Share Acquisition Rights: The Company may redeem the Solicited New Share Acquisition Rights without consideration from a Grantee, if the Grantee ceases to satisfy the requirement under 1. above, falls under any of the circumstances under 2. above or becomes unable to exercise the allocated Solicited New Share Acquisition Rights for any reason.	
		issued on July 31, 2017 registered on August 4, 2017

Particulars Concerning Corporate Institutions (Board of Directors) :	The Company shall have a Board of Directors.	registered on May 1, 2006 in accordance with Article 136 of Law No.87 of 2005

Particulars Concerning Corporate Institutions (Audit & Supervisory Board Members) :	The Company shall have Audit & Supervisory Board Members.	registered on May 1, 2006 in accordance with Article 136 of Law No.87 of 2005
Particulars Concerning Corporate Institutions (Audit & Supervisory Board):	The Company shall have an Audit & Supervisory Board.	registered on June 6, 2006
Particulars Concerning Corporate Institutions (Accounting Auditor):	The Company shall have an Accounting Auditor.	registered on June 6, 2006

I hereby certify that the foregoing represents the whole matters on registration in current force and effect.

April 17, 2018
Tokyo Legal Affairs Bureau
Registering Officer Kazunari Ohtaki
(Official seal)

မြို့နယ် မီး သတ် ဦး စီး မှူး ရုံး
ရန် ကုန် မြောက် ပိုင်း ခ ရိုင်၊ လှည်း ကူး မြို့ နယ်
စာအမှတ်၊ ၀၀၇ / ၁၀ / ၆ / ဦး ၁
ရက် စွဲ ၊ ၂၀၁၈ ခုနှစ်၊ ဧပြီ လ ၈ ,ရက်

ပိုင်ရှင်
HIN0 Car Showroom
တံခွန်တိုင်(အင်းစိန်)

အကြောင်းအရာ။ **မီးဘေးကြိုတင်ကာကွယ်ရေးအတွက် လာရောက်စစ်ဆေးမည်ဖြစ်ကြောင်း အကြောင်းကြားခြင်း**

၁။ ရန်ကုန်တိုင်းဒေသကြီးအတွင်းရှိ မြို့နယ်များတွင်လုပ်ကိုင်လျက်ရှိသော စက်ရုံ/ အလုပ်ရုံများ၊ စက်သုံးဆီဆိုင်များ၊ ဟိုတယ်၊ မိုတယ်၊ အင်း၊ တည်းခိုခန်းနှင့် ကြက်မွေးမြူရေးခြံများအား မီးဘေးလုံခြုံရေးအတွက် မီးငြိမ်းသတ်ရေးစနစ်များတပ်ဆင်ထားမှုနှင့် မီးဘေးလုံခြုံရေးထောက်ခံချက် ရယူထားခြင်း ရှိ/မရှိ စစ်ဆေးဆောင်ရွက်ရန် ညွှန်ကြားလာသောကြောင့် စစ်ဆေးဆောင်ရွက်မည် ဖြစ်ပါသည်။

၂။ သို့ဖြစ်ပါ၍ ရန်ကုန်တိုင်းဒေသကြီး၊ မြောက်ပိုင်းခရိုင်၊ လှည်းကူးမြို့နယ်၊ တံခွန်တိုင် (အင်းစိန်) ကျေးရွာတွင် လုပ်ကိုင်လျက်ရှိသော" HIN0 Car Showroom"အား မီးဘေးကြိုတင်ကာကွယ်ရေး အတွက် ၁၀.၄.၂၀၁၈ ရက်နေ့ (၀၉:၀၀) အချိန်တွင် လှည်းကူးမြို့နယ်မီးသတ်စခန်းမှ မီးသတ်ဦးစီးမှူး ဦးအောင်လင်းဦးနှင့် ကျေးရွာအုပ်ချုပ်ရေးမှူးတို့အဖွဲ့မှ လာရောက်စစ်ဆေး အကြံပြုမည်ဖြစ်ကြောင်း အကြောင်းကြားအပ်ပါသည်။

မြို့နယ်မီးသတ်ဦးစီးမှူး
အောင်လင်းဦး၊ မီးသတ်ဦးစီးမှူး
လှည်းကူးမြို့နယ်

မိတ္တူ
အုပ်ချုပ်ရေးမှူး၊ မြို့နယ်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန၊ လှည်းကူးမြို့နယ်
ရုံးလက်ခံ

7

MYANMA INSURANCE

FIRE INSURANCE POLICY

THIS POLICY WITNESSTH THAT in consideration of the sum of premium stated in the Schedule attached, paid to Company hereinafter called, "the Myanma Insurance" by the Insured named in the Schedule TO INSURE AGAINST LOSS OF OR DAMAGE BY FIRE OR LIGHTNING to the PROPERTY described in the sum or several sums as per the Schedule, the Myanma Insurance hereby agrees with the Insured subject to the conditions printed on the back hereof and endorsed thereon which are to be taken together as part of the Policy, that if the Property herein described shall be destroyed or damaged by FIRE OR LIGHTNING, the Myanma Insurance shall be liable TO PAY OR MAKE GOOD to the Insured the Value at the time of happening of such loss of the Property so damaged or the Amount of such damage which shall or may happen during the PERIOD OF INSURANCE stated in the Schedule or during any SUBSEQUENT PERIOD for which renewal premium has been received by the Myanma Insurance, not exceeding in respect of the matter or matters above specified the sum or sums set opposite thereto respectively and not exceeding in the whole the sum insured stated in the Schedule.

N.B. Any Warranties to which the Property insured or any item thereof is or at any time be made subject shall attach and continue to be in force during the whole of the currency of the Policy and non-compliance at any time with any of the Warranties shall be a bar to any claim in respect of such Property or item.

Date

INSURANCE STAMP K 100

27-8-2015

For the Myanma Insurance

စစ်
Examined

(Assistant Manager)
Assistant Manager
Myanma Insurance

(Manager)
Manager
Myanma Insurance

SCHEDULE

Policy No; - Hlegy/FA- /8-2015 Total Sum Insured Kyats- 343,092,000/-

Insured's Name & Address - Summit SPA Motor Ltd

Period ( ) day/month/year 26.8.2015 to 26.8.2016 (12:00 p.m)

effective from the time at which the first premium is received.

Agent's Name - U Saw Kapaw Htoo (A-1083)

Situation of Premises - Plot (8), Area Ward (505), Yay Tala Poung Village, No.3 Truck Road, Hlegy Township.

Construction of building Roof - - Walls - -

Floors- - No of Storey - -

Occupation of building - As Per Schedule Attached

Declared for Insurance	1.	On Building	Kyats	-	343,092,000/-
	2.	On Furniture	Kyats	-	-
	3.	On Machinery	Kyats	-	-
	4.	On Stocks of goods	Kyats	-	-
		Total Sum Insured	Kyats	-	343,092,000/-

Premium Rate - F Various

..tional Cover - RSM, Fl, V.St

Additional Premium Rate - 0.06%, 0.10%, 0.20%

Total Premium Kyats - 3,373,232/20

TR-452358/26.8.2015

Assistant Manager
Myanma Insurance
Signature

ATTACHING TO AND FORMING OF PART POLICY NO. Hlegy/FA- /8-2015

Peroid - 26.8.2015 to 12.3.2016

Sr. No.	Occupation	Construction of Building				Sum Insured				Total	Rate	Premium
		Roof	Wall	Floor	Story	Build	Furn	Mach	Goods			
1	Reception	Alu Zinc Colour	Glass & Aluminium Composite	Concrete	1	44,352,000	-	-	-	44,352,000.00	F 0.66%	292,723.2
2	Office	Alu Zinc Colour	Brick	Concrete	2	199,056,000	-	-	-	199,056,000.00	F 0.66%	1,313,769.6
3	Car Garage	Clear Plasitc Roofing	-	Concrete	1	22,400,000	-	-	-	22,400,000.00	F 1.12%	250,880.0
4	Service Station	Alu Zinc Colour	Brick/Chin Link	Concrete	1	2,730,000	-	-	-	2,730,000.00	F 1.12%	30,576.0
5	Service Station	Alu Zinc Colour	Brick/4 Angle Steel	Concrete	1	6,120,000	-	-	-	6,120,000.00	F 1.12%	68,544.0
6	Pump House	Alu Zinc Colour	Brick	Concrete	1	4,840,000	-	-	-	4,840,000.00	F 0.41%	19,844.0
7	Generator House	Alu Zinc Colour	-	Concrete	1	3,744,000	-	-	-	3,744,000.00	F 0.48%	17,971.20
8	Car Garage	Alu Zinc Colour	-	Concrete	1	2,880,000	-	-	-	2,880,000.00	F 0.28%	8,064.00
9	Canteen	Alu Zinc Colour	Brick	Concrete	1	51,750,000	-	-	-	51,750,000.00	F 0.24%	124,200.00
10	Water Treatment	Alu Zinc Colour	Brick	Concrete	1	495,000	-	-	-	495,000.00	F 0.42%	2,079.00
11	Securtiy House	Alu Zinc Colour	Brick	Concrete	1	4,725,000	-	-	-	4,725,000.00	F 0.20%	9,450.00
						343,092,000	-	-	-	343,092,000.00		2,138,101.0
											RSM 0.06%	205,855.2
											V.St 0.20%	686,184.0
											FI 0.10%	343,092.0
					Total							3,373,232.2

Assistant Manager
Myanma Insurance

THE CONDITIONS UPON WHICH THIS INSURANCE IS GRANTED:-

1. If there be any material misdescription of any of the property hereby insured, or of any building or place in which such property is contained, or any misrepresentation as to any fact material to be known for estimating the risk, or any omission to state such fact, the Company shall not be liable upon this Policy so far as it relates to the property affected by any such misdescription, misrepresentation or omission.

2. No payment in respect of any premium shall be deemed to be payment to the Company unless a printed form of receipt for the same signed by an Official or duly appointed Agent of the Company shall have been given to the Insured.

3. The Insured shall give notice to the Company of any Insurance or Insurances already effected, or which may subsequently be effected, covering any of the property hereby insured, and unless such notice be given and the particulars of such Insurance or Insurances be stated in or endorsed on this Policy by or on behalf of the Company before the occurrence of any loss or damage, all benefit under this Policy shall be forfeited.

4. All Insurances under this Policy
(1) on any building or part of any building,
(2) on any property contained in any building,
(3) on rent or other subject matter of insurance in respect of or in connection with any building or any property contained in any building, shall cease immediately upon any fall or displacement.
(a) of such building or of any part thereof,
(b) of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED that such fall or displacement is of the whole or a substantial or important part of such building or impairs the usefulness of such building or any part thereof or leaves such building or any part thereof or any property contained therein subject to increased risk of fire or is otherwise material.

AND PROVIDED that such fall or displacement is not caused by fire, loss or damage which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

In any action, suit or other proceeding, the burden of proving that any fall or displacement is caused by fire as aforesaid shall be upon the Insured.

5. (1) This insurance does not cover:
(a) Loss by theft during or after the occurrence of a fire.
(b) Loss of or damage to the property occasioned by its own fermentation, natural heating or spontaneous combustion {except as may be provided in accordance with Condition 8(f)} or by its undergoing any heating or drying process.
(c) Loss or damage occasioned by or through or in consequence of
(1) The burning of property by order of any public authority
(2) Subterranean Fire
(d) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.

(2) This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Condition 5(2) only combustion shall include any self-sustaining process of nuclear fission.

This insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:-
(a) Earthquake, volcanic eruption or other convulsion of nature.
(b) Typhoon, hurricane, tornado, cyclone or other atmospheric disturbance.
(c) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
(d) Mutiny, riot, military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.
(e) Any act of terrorism.
For this purpose an act of terrorism means an act including but not limited to the use of force or violence and/ or threat

intention to influence any government and/ or to put the public or any section of the public

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

7. This insurance does not cover any liability for:
Loss or destruction or damage caused by pollution or contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by

(i) pollution or contamination which itself results from a contingency hereby insured against.
(ii) any contingency hereby insured against which itself results from pollution or contamination.

8. Unless otherwise expressly stated in the Policy this insurance does not cover:

(a) Goods held in trust or on commission.
(b) Bullion or unset precious stones.
(c) Any curiosity or work of art for an amount exceeding Ks-(50000)
(d) Manuscripts, plans, drawings, or designs, patterns, models or moulds.
(e) Securities, obligations, or documents of any kind, stamps, coined or paper money, cheques, books of account or other business books, or computer systems records.
(f) Coal, against loss or damage occasioned by its own spontaneous combustion.
(g) Explosives.
(h) Any loss or damage occasioned by or through or in consequence of explosion; but loss or damage by explosion of gas used for illuminating or domestic purposes in a building in which gas is not generated and which does not form part of any gas works, will be deemed to be loss by fire within the meaning of this Policy.
(i) Any loss or damage occasioned by or through or in consequence of the burning, whether accidental or otherwise, of forests, bush, prairie, pampas or jungle, and the clearing of lands by fire.

9. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy, by or on behalf of the Company.

(a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by fire.
(b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than thirty (30) days.
(c) If the property insured be removed to any building or place other than that in which it is herein stated to be insured
(d) If the interest in the property insured passes from the Insured otherwise than by will or operation of law.
(e) If a notice to quit by any order by the local Authorities for the requisition or acquisition of the land on which th Insured's property is situated has been issued.

10. This insurance does not cover any loss of or damage to the property which, at the time of the happening of such loss o damage, is insured by or would, but for the existence of this Policy, be insured by any Marine Policy or Policies except in respect o any excess beyond the amount which would have been payable under the Marine Policy or Policies had this insurance not bee effected

11. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain proportion of the premium calculated at the customary short period rate for the time the policy has been in force. This insurance ma also be terminated at the option of the Company by sending fourteen *(14) days' notice* by registered letter to the Insured at his la known address, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpire term from the date of termination.

12. On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within (15) days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company

(a) A Claim in writing for the loss and damage containing as particular an account as may be reasonably practicable of all the several articles or items of the property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage, not including profit of any kind.

(b) particulars of all other Insurances, if any.

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specifications, books, vouchers, invoices, duplicates or copies thereof, documents, proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No Claim under this Policy shall be payable unless the terms of this Condition have been complied with.

13. The insurance under this policy extends to include:-

(a)wages of the Insured' s employees other than full-time members of a Works Fire Brigade.

(b)the cost of replacement of fire fighting appliances and destruction of or damage to materials (including employees' clothing and personal effects) unless otherwise specifically insured.

(c) Fire Brigade charges.

Provided always that the liability of the Company in respect of such wages, costs and charges shall be limited to those necessarily and reasonably incurred in extinguishing fires at or adjoining the situation of the property insured by this Policy or immediately threatening to involve such property.

14. On the happening of any loss or damage to any of the property insured by this Policy, the Company may:-

(a) Enter and take and keep possession of the building or premises where the loss or damage has happened.

(b) Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.

(c) Keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same.

(d) Sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this Condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy or, if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its right to rely upon any of the conditions of this Policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Co[illegible]y in the exercise of its powers hereunder, all benefit under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

15. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy; or, if the loss or damage be occasioned by the willful act, or with the connivance of the Insured; or, if the claim be made and rejected and an action or suit be not commenced within three (3) months after such rejection, or (in the case of an Arbitration taking place in pursuance of the 21st Condition of this Policy) within three (3) months after the Arbitrator or Arbitrators or Umpire shall have made their award, all benefit under this Policy shall be forfeited.

16. The Company may at its option reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or may join with any other Company or Insurers in so doing; but the Company shall not be bound to reinstate exactly or completely, but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage, nor more than the sum insured by the Company thereon.

If the Company so elects to reinstate or replace any property, the Insured shall, at his own expense, furnish the Company with such

to be done by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets, or the construction of buildings, or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

17. The Insured shall, at the expense of the Company, do, and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

18. If at the time of any loss or damage happening to any property hereby insured, there be any other subsisting Insurance or Insurances, whether effected by the Insured or by any other person or persons, covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

19. If the property hereby insured shall, at the breaking out of any fire, be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own Insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.

20. In the event of a loss or damage, the insurance hereunder shall be maintained in force for the full sum insured and the Insured shall be liable to pay an additional premium at the rate stated in the Policy calculated on the amount of loss or damage on pro rata basis from the date of such loss or damage to the expiry of the current period of insurance.

21. If any difference arises as to the amount of any loss or damage, such difference shall independently of all other questions be referred to the decision of an Arbitrator, to be appointed in writing by the parties in difference, or, if they cannot agree upon a single Arbitrator, to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two (2) calendar months after having been required so to do in writing by the other party. In case either party shall refuse or fail to appoint an Arbitrator within two (2) calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole Arbitrator; and in case of disagreement between the Arbitrators, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meetings. The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively; and in the event of the death of an Arbitrator or Umpire, another shall in each case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the Arbitrator, Arbitrators or Umpire making the award. And it is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator, Arbitrators or Umpire of the amount of the loss or damage if disputed shall be first obtained.

22. In no case whatever shall the Company be liable for any loss or damage after the expiration of twelve (12) months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

23. Every notice and other communication to the Company required by these Conditions must be written or printed.

24. In the event of a loss or damage unless all the necessary documents in support of the claim are received by the Company within (3) years from the date of the loss or damage all benefit under this Policy shall be forfeited.

ENDORSEMENT

1. RIOT STRIKE AND MALICIOUS DAMAGE ENDORSEMENT

In consideration of the payment by the Insured to the Company of an additional premium, it is hereby declared that notwithstanding anything in the within written Policy contained to the contrary, the insurance under this Policy shall extend to cover Riot and Strike Damage which for the purpose of this Endorsement shall mean (subject to the Special Conditions hereinafter contained):-

Loss of or damage to property insured directly caused by:-

1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in the Condition 6 of the Policy.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
3. The willful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

It is hereby declared further that notwithstanding anything in the within written Policy contained to the contrary, the insurance under this Policy shall extend to cover Malicious Damage which for the purpose of this extension shall mean:-

Loss of or damage to the property insured directly caused by the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in the Condition 6 of the Policy but the Company shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larcery or any attempt thereat or caused by any person taking part therein.

2. AIRCRAFT DAMAGE

In consideration of the payment by the Insured to the Company of the sum of .... additional premium, it is hereby agreed and declared that the insurance under the Policy shall, subject to the Special Conditions hereinafter contained, extend to include loss or damage (by fire or otherwise) to the property insured directly caused by aircraft and other aerial devices and/or articles dropped therefrom.

Provided always that all the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

SPECIAL CONDITIONS

1) The liability of the Company shall in no case under this Endorsement and the Policy exceed the sum insured by each item of the Policy.
2) This insurance does not cover any loss or damage caused by any aircraft for which permission to land has been extended by the Insured.

Subject otherwise to the terms and conditions of the Policy.

. IMPACT DAMAGE ENDORSEMENT

Impact Damage Excluding Insured's Own Vehicles

In consideration of the payment by the insured to the Company of an additional premium it is hereby agreed and declared that the insurance under this Policy shall extend to include loss or damage to the property described in the schedule and/or to walls, gates and fences around and pertaining thereto directly resulting from impact by any road vehicles, forklift, other mechanically or electrically propelled vehicles, (other than vehicles held as stock) railway locomotives and/or rolling stocks animals not belonging to or under the control of the Insured, or any member of his family, or any person in and upon the Insured's service.

Provided always that all the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

SUBSIDENCE AND LANDSLIDE

In consideration of the payment by the Insured to the Company of the sum of .... additional premium, it is hereby agreed and declared that the insurance under this Policy shall extend to cover loss or damage to the property insured caused by subsidence and/or heave of the site on which the buildings stand or land belonging thereto, or landslip excluding:-

domestic outbuildings or garages are damaged by the same cause and at the same time.

b) loss or damage to or resulting from movement of solid floor slabs unless the foundation beneath the external walls of the buildings are damaged by the same cause and at the same time.

c) loss or damage occasioned by happening through, or in consequence of:

- coastal or river erosion.
- demolition, structural alteration or structural repair.
- defective design or inadequate construction of foundations.

d) in respect of each and every loss, 5% of the total sum insured.

Provided that the total liability of the Company shall not exceed the sum insured by each item on buildings.

Provided always that all the conditions of the Policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Subject otherwise to the terms and conditions of the Policy.

5. EARTHQUAKE AND VOLCANIC ERUPTION ENDORSEMENT

In consideration of the payment by the Insured to the Company of an additional premium, the Company agree that notwithstanding anything stated to the contrary in Condition No.6 of the Policy, this insurance extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of earthquake and volcanic eruption.

6. EXPLOSION ENDORSEMENT

In consideration of the payment by the Insured to the Company of an additional premium, it is hereby agreed and declared that the insurance under (Item(s) as specified in the Schedule) this Policy shall, subject to the Special Conditions herei contained, extend to include:-

Loss of or damage to the property insured by fire or otherwise directly caused by explosion, but excluding loss of or damage to boilers, economizers, or other vessels, machinery or apparatus in which pressure is used or their contents resulting from thei explosion.

Provided always that all the conditions of the Policy (except in so far as Condition No.8 (h) is hereby expressly varied) shal apply as if they had been incorporated herein and for the purpose hereof any loss or damage by explosion as aforesaid shall be deemed to be loss or damage by fire within the meaning of this Policy.

SPECIAL CONDITIONS

1) The Company shall not be liable, under this extension, for loss or damage occasioned by or through or in consequence directly or indirectly, of any acts of terrorism committed by a person or persons acting on behalf of or in connection with an organization.

For the purpose of this Condition, "terrorism" means the use of violence for political ends and includes any use of violenc for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition an loss or damage is not covered by this insurance, the burden of proving that such a loss or damage is covered shall be upo the Insured.

2) If there shall be any other fire insurance on the property insured under this Policy, the Company shall be liable only pro with such other fire insurance for any loss or damage by explosion whether or not such other fire insurance be extended t cover loss or damage by explosion.

3) The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss c damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policie except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies ha this insurance not been effected.

Subject otherwise to the terms and conditions of the policy.

7. SPONTANEOUS COMBUSTION

In consideration of the payment by the Insured to the Company of the sum of an additional premium, it is hereby agreed ar declared that the insurance under Item(s) specified in the schedule of the Policy shall, subject to the Special Conditions hereinaft

contained, extend to include loss or damage to the property insured by fire only caused by its own spontaneous fermentation, heating or combustion.

Provided always that all the conditions of the Policy shall apply as if they had been incorporated herein and for the purpose hereof any loss or damage as aforesaid shall be deemed to be loss or damage by fire.

Note: The words "by fire only" may be deleted in respect of insurances on coal.

SPECIAL CONDITIONS

1) The liability of the Company shall in no case under this endorsement and the Policy exceed the sum insured by each item of the policy.

2) This insurance does not cover loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever except loss of rent when such loss is included in the cover under the Policy.

Subject otherwise to the terms and conditions of the policy.

8. STORM, TEMPEST ENDORSEMENT

In consideration of the payment by the Insured to the Company of an additional premium the Company agrees that notwithstanding anything stated to the contrary in Condition No.6 of the Policy, this insurance extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of Hurricane, Cyclone, Typhoon and Windstorm, subject to the following Special Conditions attached hereto.

Provided always that all the Conditions of this Policy shall apply (except insofar as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.

SPECIAL CONDITIONS

1. The Company shall not be liable for any loss or damage caused by water or rain, whether driven by wind or not unless the building insured or containing the property insured shall first sustain actual damage to the roof or walls of same by the direct force of Hurricane, Cyclone, Typhoon and Windstorm and shall then be liable only for such damage to the interior of the building or the insured property therein as may be caused by water or rain entering the building through openings in the roof or walls made by the direct force of the said perils.

2. This endorsement does not extend the insurance under this Policy to cover:-
   (a) Consequential Loss of any kind.
   (b) Loss or damage caused by hail whether driven by wind or not.
   (c) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption, provided that these perils are insured against by this Policy.
   (d) Loss or damage caused by explosion except as provided in Condition 8(h) of the Policy.
   (e) Loss by reason of any ordinance or law regulating the construction or repair of buildings.

3. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this Insurance not been effected.

4. Unless specifically and separately insured this endorsement does not cover:-
   (a) Metal smoke stacks, awnings, blinds, sings or other outdoor fixtures or fittings of any description.
   (b) Premises in course of construction, reconstruction or repair unless all outside doors, windows and other openings are complete and protected against hurricane, cyclone, typhoon and windstorm when such perils are insured against by this Policy.

Subject otherwise to the terms and conditions of the policy.

. FLOOD ENDORSEMENT

In consideration of the payment by the Insured to the Company of an additional premium, the Company agrees that notwithstanding anything stated to the contrary in Condition No.6 of the Policy, this insurance extends to cover loss or damage directly caused by fire or otherwise occasioned by or through or in consequence of Flood (including overflow of the sea) subject to the following Special Conditions attached hereto.

SPECIAL CONDITIONS

This endorsement does not extend the insurance under this Policy to cover:-

(b) Loss or damage caused by hail whether driven by wind or not.

(c) Loss or damage caused by subsidence or landslip except when this is occasioned by earthquake or volcanic eruption, provided that these perils are insured against by this Policy.

(d) Loss or damage caused by explosion except as provided in Condition 8(h) of the Policy.

(e) Loss by reason of any ordinance or law regulating the construction or repair of buildings.

2. The Company shall not be liable under this extension for loss or damage which at the time of the happening of such loss damage is insured by or would, but for the existence of this extension, be insured by any other existing Policy or Polici except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies h this Insurance not been effected.

3. Unless specifically and separately insured this endorsement does not cover metal smoke stacks, awnings, blinds, sings or oth outdoor fixtures or fittings of any description.

Subject otherwise to the terms and conditions of the policy.

Note: Flood, for the purpose of this extension, shall mean the overflowing or deviation from their normal channels of natural a any other flow or accumulation of water originating from outside the building insured or containing the property insured, b excluding loss or damage caused by subsidence or landslip.

10. BURGLARY ENDORSEMENT

In consideration of the payment by the insured to the Company of an additional premium it is hereby agreed and declar that the insurance under this policy shall extend to include loss or damage to the property directly resulting from THEFT but only accompanied by actual forcible and violent breaking into or out of a building or any attempt thereat.

11. WAR RISK ENDORSMENT

In consideration of an additional premium paid to the Company by the Insured, the Company agrees, notwithstandi anything stated to the contrary in Condition 6 of the Policy that this insurance extends to cover any loss or damage occasioned by through or in consequence directly or indirectly of any of the following occurrences: namely:.........

War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war, mutin military or popular rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of t events or causes which determine the proclamation or maintenance of martial law or state of siege. Subject otherwise to the terms a conditions of the Policy.

12. HIRE PURCHASE ENDORSEMENT

It is hereby understood and agreed that the party stated in the schedule (hereinafter referred to as the Owners) are the owne of the property insured by item(s) shown in the schedule and that such property is the subject of a Hire Purchase Agreement ma between the Owners of the one part and the Insured of the other part. It is further understood and agreed that any payment made respect of loss or damage (which loss or damage is not made good by repair, reinstatement or replacement) under the terms of th Policy shall be made to the Owners as long as they are the owners of the property and their receipt shall be full and final disc'arge the Company in respect of such loss or damage.

It is understood and agreed that notwithstanding any provision in the Hire Purchase Agreement to the contrary this Policy issued to the Insured as the principal party and not as agent or trustee for the Owners and nothing herein shall be construed constituting the Insured, as agent or trustee for the Owners or as an assignment (whether legal or equitable) by the Insured to t Owners of his rights, benefits and claims under this Policy.

It is lastly understood and agreed that the Insured shall not assign his rights benefits and claims under this Policy without t prior consent in writing of the Company.

13. AGREED VALUE ENDORSEMENT

It is hereby declared and agreed that in the event of the item(s) of property insured being totally lost, destroyed or damage any peril insured against, the liability of the insurers shall not exceed the corresponding agreed value stated in the schedule.

SCHEDULE

Policy No. - Hlegy/FA-0265/8-2015 Total Sum Insured Kyats- 343,092,000/=

Insured's Name & Address - Summit SPA Motor Ltd

Period ( ) day/month/year 26.8.2015 to 26.8.2016 (12:00 p.m)

effective from the time at which the first premium is received.

Agent's Name - U Saw Kapaw Htoo (A-1083)

Situation of Premises - Plot (8), Area Ward (505), Yay Tala Poung Village, No 3 Truck Ro
Hlegy Township

Construction of building Roof - - Walls - -

Floors - - No of Storey -

Occupation of building - As Per Schedule Attached

Declared for Insurance	1.	On Building	Kyats	-	343,092,000/-
	2.	On Furniture	Kyats	-	-
	3.	On Machinery	Kyats	-	-
	4.	On Stocks of goods	Kyats	-	-
		Total Sum Insured	Kyats	-	343,092,000/-

Premium Rate - F Various

Additional Cover - RSM, FL, V St

Additional Premium Rate - 0.06%, 0.10%, 0.20%

[illegible] - [illegible],373,252/20

[illegible] [illegible]8/26.8.2015

Assistant Manag
Myanma Insuran

assembling, manufacturing and sales of container boxes

001309 ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

စီမံကိန်းနှင့်ဘဏ္ဍာရေးဝန်ကြီးဌာန

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

ငွေလက်ခံရန်အကြောင်းကြားစာ

အမှတ်စဉ်-၉ ရက်စွဲ၊ ၂၀၁၈ ခုနှစ်၊ ဇွန် လ ၅ ရက်

အောက်ဖော်ပြပါ လျှောက်ထားသူထံမှ သက်ဆိုင်ရာလျှောက်ထားလွှာအတွက် ဖော်ပြပါ ဝန်ဆောင်ခအားလက်ခံပါရန်နှင့် ငွေရပြေစာမိတ္တူတစ်စောင်ကိုဌာနခွဲသို့ ပေးပို့ပေးပါရန် အကြောင်းကြားအပ်ပါသည်-

၁။ လျှောက်ထားသူ၏ -

(က) အမည် MR. NAOKI SAKAMURA

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် TR 9707803

(ဂ) နေရပ်လိပ်စာ/ တယ်လီဖုန်း +95 1 638599

၂။ ရင်းနှီးမြှုပ်နှံသူ၏ -

(က) အမည် MR. NAOKI SAKAMURA

(ခ) ကုမ္ပဏီအမည် SUMMIT SPA MOTORS LIMITED

(ဂ) လုပ်ငန်းအမျိုးအစား Manufacturing and Assembling Container Boxes

၃။ ပေးသွင်းမည့်ဝန်ဆောင်ခနှင့်စပ်လျဉ်း၍-

(က) လျှောက်ထားလွှာ ပုံစံအမှတ် ပုံစံ(၅)

(ခ) ဝန်ဆောင်ခနှုန်းထား(ဂဏန်းဖြင့်)ကျပ် ၁၀၀၀၀၀

(စာဖြင့်) ကျပ် တစ်သိန်း

(ဂ) ငွေအမျိုးအစား (ကျောဘက်ပါအတိုင်း) တစ်ထောင်တန် × ၁၀၀ ရွက်

ငွေသွင်းပြီး

(သက်ဆိုင်ရာဌာနခွဲမှလက်မှတ်ထိုးပေးပါရန်)

ငွေလက်ခံပေးပါရန်

(ရင်းနှီးမြှုပ်နှံမှုဌာနခွဲ-၂/ ကြီးကြပ်ရေးဌာနခွဲ)

ကျပ် ၁၀၀,၀၀၀/- (ကျပ် တစ်သိန်း

တိတိ)ကိုလက်ခံရရှိပါသည်။

၅-၆-၁၈

ငွေစာရင်းဌာနစု

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
စီမံကိန်းနှင့်ဘဏ္ဍာရေးဝန်ကြီးဌာန
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
ငွေလက်ခံရန်အကြောင်းကြားစာ

အမှတ်စဉ်- ၆

ရက်စွဲ၊ ၂၀၁၈ ခုနှစ်၊ ဇွန် လ ၅ ရက်

အောက်ဖော်ပြပါ လျှောက်ထားသူထံမှ သက်ဆိုင်ရာလျှောက်ထားလွှာအတွက် ဖော်ပြပါ ဝန်ဆောင်ခအားလက်ခံပါရန်နှင့် ငွေရပြေစာမိတ္တူတစ်စောင်ကိုဌာနခွဲသို့ ပေးပို့ပေးပါရန် အကြောင်းကြားအပ်ပါသည်-

၁။ လျှောက်ထားသူ၏ -

(က) အမည် MR. NAOKI SAKAMURA.

(ခ) နိုင်ငံသားစိစစ်ရေးကတ်အမှတ်/နိုင်ငံကူးလက်မှတ်အမှတ် TR 9707803

(ဂ) နေရပ်လိပ်စာ/ တယ်လီဖုန်း - 6-25-8, HATANODAI, SHINAGAWA-KU TOKYO, JAPAN.

၂။ ရင်းနှီးမြှုပ်နှံသူ၏ -

(က) အမည် MR. NAOKI SAKAMURA.

(ခ) ကုမ္ပဏီအမည် SUMMIT SPA MOTORS LIMITED

(ဂ) လုပ်ငန်းအမျိုးအစား Manufacturing and Assembling Container Boxes.

၃။ ပေးသွင်းမည့်ဝန်ဆောင်ခနှင့်စပ်လျဉ်း၍-

(က) လျှောက်ထားလွှာ ပုံစံအမှတ် ပုံစံ (၂)

(ခ) ဝန်ဆောင်ခနှုန်းထား(ဂဏန်းဖြင့်)ကျပ် ၂၀၀,၀၀၀

(စာဖြင့်) ကျပ် နှစ်သိန်း

(ဂ) ငွေအမျိုးအစား (ကျောဘက်ပါအတိုင်း)

(သက်ဆိုင်ရာဌာနခွဲမှလက်မှတ်ထိုးပေးပါရန်)

ငွေလက်ခံပေးပါရန်

(ရင်းနှီးမြှုပ်နှံမှုဌာနခွဲ- ၂ / ကြီးကြပ်ရေးဌာနခွဲ)

ကျပ် ၂၀၀,၀၀၀/- (ကျပ် နှစ်သိန်း) တိတိ) ကို လက်ခံရရှိပါသည်။

၂၀၀၈၄
၅.၆.၁၈

ငွေစာရင်းဌာနခွဲ

Form 10-3-2015